

FR. CONCEICAO RODRIGUES COLLEGE OF ENGINEERING
Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

5.2.1 – STUDENTS' PLACEMENT

Academic Year (A.Y.)	Name of Students Placed & Contact Details	Bachelor's Graduating Degree Programme (B.E.)	Company / Organization where Placed / Appointed	Proof of Documentation	Page No.	Pay Package at Appointment *
2020 – 2021	Palani Ethan Joel Vincent 9967481995 ethanpalani@gmail.com	Information Technology	BrowserStack	Offer Letter	21	15.91
2020 – 2021	Nazareth Darlene Dominic 8655838875 darlenenazareth1999@gmail.com	Computer Engineering	BrowserStack	Offer Letter	27	15.91
2020 – 2021	Shaikh Khalid 9136723049 shaikhkhalid666@gmail.com	Computer Engineering	BrowserStack	Offer Letter	31	15.91
2020 – 2021	Baretto Princeton Baptist 8369404826 princebaretto@gmail.com	Computer Engineering	BrowserStack	Offer Letter	35	15.91
2020 – 2021	Chhajed Pushpak Aakesh 8380838401 pushpak1300@gmail.com	Information Technology	It's All Good Web Solutions Pvt. Ltd.	Offer of Employment	41	11.00
2020 – 2021	Franky Mathew Pinto 9769041443 frankypin@gmail.com	Information Technology	United Bank of Switzerland (UBS)	Offer Letter	43	10.00
2020 – 2021	Nitesh Sanjay Prasad 7738137104 prasadnitesh202@gmail.com	Information Technology	United Bank of Switzerland (UBS)	Offer Letter	57	10.00
2020 – 2021	Thakurdesai Shalva Anand 9702489197 shalva.td@gmail.com	Information Technology	United Bank of Switzerland (UBS)	Offer Letter	72	10.00
2020 – 2021	Vira Shubham Dhiren 9167843033 shubhamvira@gmail.com	Information Technology	United Bank of Switzerland (UBS)	Offer Letter	87	10.00
2020 – 2021	Vaz Cassia Hillary 9004424698 cassiahvaz@gmail.com	Computer Engineering	United Bank of Switzerland (UBS)	Offer Letter	102	10.00



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2020 – 2021	Mehek Bhupesh Male 9773784725 mehekmale@gmail.com	Computer Engineering	United Bank of Switzerland (UBS)	Offer Letter	116	10.00
2020 – 2021	Dsouza Elvis Edwin 9167640304 elvisesondsouza57@gmail.com	Computer Engineering	United Bank of Switzerland (UBS)	Offer Letter	131	10.00
2020 – 2021	Gupta Sahil Krishna 7770065459 sahilgupta17299@gmail.com	Computer Engineering	United Bank of Switzerland (UBS)	Offer Letter	145	10.00
2020 – 2021	Serrao Sheryl Corina 7045535960 sherylcorina@gmail.com	Electronics Engineering	Open Silicon Research Pvt. Ltd.	Offer Letter	160	9.75
2020 – 2021	Dsouza Dylan Paul 9930920226 dsouzadylan2000@gmail.com	Information Technology	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	163	9.50
2020 – 2021	Jain Preet Manoj 8369415140 preetjain99@gmail.com	Information Technology	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	165	9.50
2020 – 2021	Noronha Sujit Stephen 9869040460 sujitnoronha2000@gmail.com	Information Technology	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	171	9.50
2020 – 2021	Patil Prachit Dileep 8237359992 prachit.patil.1408@gmail.com	Information Technology	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	173	9.50
2020 – 2021	Rebello Kenneth Gabriel Oswald 7021720320 krebello07@gmail.com	Information Technology	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	175	9.50
2020 – 2021	Aditya Alexander Job 7875896368 adityaalexander123@gmail.com	Information Technology	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	177	9.50
2020 – 2021	Dsa Mario Philip 8767542316 mario.dsa123@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	179	9.50



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2020 – 2021	Mishra Shubham Santosh 7715875704 shubhammishra69897@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	181	9.50
2020 – 2021	Mulakkal Anup Joseph 9221573916 anup20joseph@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Letter of Intent	183	9.50
2020 – 2021	Abhishek Naresh Ahirrao 8928335999 ahirraoabhishek007@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	184	9.50
2020 – 2021	Noronha Sanfer Samson 9769271034 sansavio99@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	186	9.50
2020 – 2021	Mishra Shaileshkumar Ravendraprasad 8108788639 shaileshkmishra1999@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	188	9.50
2020 – 2021	Sherwin Pillai Jesudas 8879215181 sherwin.pillae@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	190	9.50
2020 – 2021	Gupta Sahil Krishna 7770065459 sahilgupta17299@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	192	9.50
2020 – 2021	Samuel Davis 8652289114 sam99dave@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	194	9.50
2020 – 2021	Barboza Devin Jerome 9923170966 devin.barboza12@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	196	9.50
2020 – 2021	Susmita Mathew 9969276653 susmitamathew@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	198	9.50
2020 – 2021	Nazareth Darlene Dominic 8655838875 darlenenazareth1999@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	200	9.50



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2020 – 2021	Srivastava Mayank 7874663325 svivikrant@gmail.com	Computer Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	202	9.50
2020 – 2021	Rao Pragati Uttam 8879904307 pragatir923@gmail.com	Electronics Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	204	9.50
2020 – 2021	Korade Rishika Vivek 8689860404 rishikakorade@gmail.com	Electronics Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	206	9.50
2020 – 2021	Dhingra Urvashi Vikram 8978655055 dhingravj@lntebg.com	Electronics Engineering	Quantiphi Analytics Solutions Pvt. Ltd.	Offer Letter	208	9.50
2020 – 2021	Trivedi Hardik Prakash 7208743109 hardiktrivedi974@gmail.com	Computer Engineering	CyberInc. Security Pvt. Ltd.	Employment Letter	210	8.00
2020 – 2021	Baretto Princeton Baptist 8369404826 princebaretto@gmail.com	Computer Engineering	Interactive Brokers (IB)	Letter of Appointment & Employment Agreement	217	8.00
2020 – 2021	Lole Shree Balkrishna 9029840461 shreelole69@gmail.com	Electronics Engineering	Carwale (MXC Solutions India Pvt. Ltd.)	Offer Letter	221	7.50
2020 – 2021	Gaurea Joyson Nathael 7738406052 joysongaurea@gmail.com	Information Technology	Tata Consultancy Services (TCS)	Letter of Offer	224	7.00
2020 – 2021	Tuscano Selvin Charles 9823901527 selvintuscano31@gmail.com	Information Technology	Tata Consultancy Services (TCS)	Letter of Offer	244	7.00
2020 – 2021	Nazareth Darlene Dominic 8655838875 darlenenazareth1999@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	264	7.00
2020 – 2021	Pulikkotil Jeswin Thomas 7045486037 ptjeswin@gmail.com	Information Technology	Dolat Capital Market Pvt. Ltd.	Offer of Employment	283	6.75



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2020 – 2021	Carol Sebastian 9594246827 sebray2521@gmail.com	Computer Engineering	Dolat Capital Market Pvt. Ltd.	Offer of Employment	285	6.75
2020 – 2021	Bagrecha Pranay Manoj 9833009773 pbpranaybagrecha@gmail.com	Computer Engineering	Dolat Capital Market Pvt. Ltd.	Offer of Employment	287	6.75
2020 – 2021	Pratik Vinayak Chaudhary 9769579944 pratikc@live.co.uk	Computer Engineering	Dolat Capital Market Pvt. Ltd.	Offer of Employment	289	6.75
2020 – 2021	Basu Amruto Amlan 7045259349 amurtobasu@gmail.com	Computer Engineering	Teachers' Insurance & Annuity Association of America (TIAA)	Offer of Employment	291	6.40
2020 – 2021	Tharayil Albyn Jimmy 9689920287 albintharayil123@gmail.com	Computer Engineering	Teachers' Insurance & Annuity Association of America (TIAA)	Offer of Employment	299	6.40
2020 – 2021	Rachel Jose 9004909474 racheljose21@gmail.com	Computer Engineering	Teachers' Insurance & Annuity Association of America (TIAA)	Offer of Employment	308	6.40
2020 – 2021	Carol Sebastian 9594246827 sebray2521@gmail.com	Computer Engineering	Teachers' Insurance & Annuity Association of America (TIAA)	Offer of Employment	316	6.40
2020 – 2021	Dsouza Sherwyn Rohit 7738630378 sherwyndsouza1999@gmail.com	Computer Engineering	Teachers' Insurance & Annuity Association of America (TIAA)	Offer of Employment	325	6.40
2020 – 2021	Almeida Aaron Charles 8655189938 arthur_almeida@rediffmail.com	Information Technology	Oracle Financial Software Systems (OFSS)	Offer Letter	330	6.00
2020 – 2021	Gawde Chinmay Ulhas 7045116949 gawdechinmay@gmail.com	Information Technology	Dolat Capital Market Pvt. Ltd.	Offer of Employment	345	6.00
2020 – 2021	Ghaskadvi Meera Sunil 9769954656 mamtaghaskadvi@yahoo.co.in	Information Technology	Oracle Financial Software Systems (OFSS)	Offer Letter	348	6.00



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2020 – 2021	Shah Jaini Joban 8080296759 jobans99@gmail.com	Information Technology	Oracle Financial Software Systems (OFSS)	Offer Letter	364	6.00
2020 – 2021	Vaidya Rohin Manish 9619461119 rohinvaidya@outlook.com	Information Technology	Oracle Financial Software Systems (OFSS)	Offer Letter	380	6.00
2020 – 2021	Yadav Shivam Manoj Kumar 8451878293 yshivam9920@gmail.com	Information Technology	Oracle Financial Software Systems (OFSS)	Offer Letter	396	6.00
2020 – 2021	Nash Rajesh Vaz 8411038070 vaznash1@gmail.com	Computer Engineering	Deloitte Tax Services (India) Pvt. Ltd.	Offer Letter	411	6.00
2020 – 2021	Ria Michael Dmello 7767058426 alinadmello@gmail.com	Computer Engineering	Deloitte Tax Services (India) Pvt. Ltd.	Offer Letter	436	6.00
2020 – 2021	Correia Ariane Jean Ashwin 9967040482 arianecorreia7@gmail.com	Computer Engineering	Oracle Financial Software Systems (OFSS)	Offer Letter	462	6.00
2020 – 2021	Fernandes Calista Luis 7219135844 calistafernandes46@gmail.com	Computer Engineering	Oracle Financial Software Systems (OFSS)	Offer Letter	462	6.00
2020 – 2021	Gupta Sahil Krishna 7770065459 sahilgupta17299@gmail.com	Computer Engineering	Oracle Financial Software Systems (OFSS)	Offer Letter	494	6.00
2020 – 2021	Menezes Leesa Robin 9545262313 menezesleesa@gmail.com	Computer Engineering	Oracle Financial Software Systems (OFSS)	Offer Letter	510	6.00
2020 – 2021	Cheruthuruthy Kevin Ruffin 9604003680 cruffin@suzlon.com	Computer Engineering	Oracle Financial Software Systems (OFSS)	Offer Letter	526	6.00
2020 – 2021	Kane Yash Prasad 8879155427 ypk.success@gmail.com	Electronics Engineering	Urban Company (UC)	Offer Invite	541	5.50



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2020 – 2021	Solanki Alex Samir 9833343192 alexss.solanki1@gmail.com	Information Technology	BNP Paribas India Solutions Pvt. Ltd.	Employment Agreement	548	5.25
2020 – 2021	Dassan Harkirat Singh 9969284018 hsdassan@gmail.com	Information Technology	GEP	Letter of Offer	556	5.00
2020 – 2021	Dassan Harkirat Singh 9969284018 hsdassan@gmail.com	Information Technology	Jaro Education Pvt. Ltd.	Offer Letter	560	5.00
2020 – 2021	Ghaskadvi Meera Sunil 9769954656 mamtaghaskadvi@yahoo.co.in	Information Technology	Jaro Education Pvt. Ltd.	Offer Letter	561	5.00
2020 – 2021	Naik Shubham Sanjiv 9967757266 shubhamnaik2803@gmail.com	Information Technology	GEP	Letter of Offer	562	5.00
2020 – 2021	Nisal Nachiket Ravindra 9167451625 nachiketnaisal226@gmail.com	Information Technology	Jaro Education Pvt. Ltd.	Offer Letter	566	5.00
2020 – 2021	Cheruthuruthy Kevin Ruffin 9604003680 cruffin@suzlon.com	Computer Engineering	Jaro Education Pvt. Ltd.	Offer Letter	567	5.00
2020 – 2021	Menezes Leesa Robin 9545262313 menezesleesa@gmail.com	Computer Engineering	Jaro Education Pvt. Ltd.	Offer Letter	568	5.00
2020 – 2021	Yadav Alok Kumar Ramlal 9920393957 anamikay88@gmail.com	Computer Engineering	Sciative Solutions Pvt. Ltd.	Offer Letter	569	5.00
2020 – 2021	Chaube Aayush Kamlakant 9768754720 chaubeaayush@gmail.com	Electronics Engineering	Jaro Education Pvt. Ltd.	Offer Letter	571	5.00
2020 – 2021	Rao Pragati Uttam 8879904307 pragati923@gmail.com	Electronics Engineering	Jaro Education Pvt. Ltd.	Offer Letter	572	5.00



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2020 – 2021	Masalkhamb Aniket Gorakh 8828203227 aniketmasalkhamb116@gmail.com	Electronics Engineering	Jaro Education Pvt. Ltd.	Offer Letter	573	5.00
2020 – 2021	Parikh Khushi Dushyant 9004860875 khushidparikh@gmail.com	Electronics Engineering	Jaro Education Pvt. Ltd.	Offer Letter	574	5.00
2020 – 2021	John Noel Raju 9930785708 noeljohn19984501@gmail.com	Electronics Engineering	Jaro Education Pvt. Ltd.	Offer Letter	575	5.00
2020 – 2021	Anthony Maria Rajesh 9004045990 mariarajesh00@gmail.com	Electronics Engineering	Jaro Education Pvt. Ltd.	Offer Letter	576	5.00
2020 – 2021	Lobo Ruben Aurelius 7045195369 loboruben80@gmail.com	Production Engineering	Jaro Education Pvt. Ltd.	Offer Letter	577	5.00
2020 – 2021	Khajuria Aditya 8355889498 spk6599@gmail.com	Computer Engineering	TATA Technologies Ltd.	Letter of Appointment	578	4.65
2020 – 2021	Chendekar Tejas Prasad 9820176645 chendekar@gmail.com	Information Technology	ICICI Lombard General Insurance	Offer of Employment	588	4.50
2020 – 2021	Dsouza Rebecca Christopher 9819065017 majelladsouza@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	590	4.50
2020 – 2021	Dsouza Viola Vivian 7020935486 violacv115@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	597	4.50
2020 – 2021	Kadam Samruddhi Sudhir 9757305976 svkadam5949@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	604	4.50
2020 – 2021	Khochare Sakshi Shailesh 9167374946 sakshi.khochare@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	611	4.50



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2020 – 2021	Sanctis Issac Maxim 7303297066 isaac.sanctis@gmail.com	Information Technology	ICICI Lombard General Insurance	Offer of Employment	618	4.50
2020 – 2021	Shah Rashi Hiten 9833006345 rashishah345@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	620	4.50
2020 – 2021	Sharma Nidhi Sanjay 9930584556 sharmaanidhi9@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	627	4.50
2020 – 2021	Shetty Prarthana Ganesh 7208447243 prathanashetty999.ps@gmail.com	Information Technology	Accenture Services Pvt. Ltd.	Offer Letter	629	4.50
2020 – 2021	Vaz Cassia Hillary 9004424698 cassiahvaz@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	636	4.50
2020 – 2021	Susmita Mathew 9969276653 susmitamathew@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	638	4.50
2020 – 2021	Gupta Riya 9822760846 riyaaagupta99@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	645	4.50
2020 – 2021	Dishank Kailash Oza 8369454431 oza.dishank1@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	652	4.50
2020 – 2021	Reyna Binny 9930548047 reynabinny@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	654	4.50
2020 – 2021	Mohit Satish Kunder 9867305593 mohitkunder2@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	661	4.50
2020 – 2021	Simran John Dsouza 9167251215 simdsouza99@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	668	4.50



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2020 – 2021	Abhishek Naresh Ahirrao 8928335999 ahirraoabhishek007@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	675	4.50
2020 – 2021	Pratik Vinayak Chaudhary 9769579944 pratikk@live.co.uk	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	682	4.50
2020 – 2021	Surya Pratap Shahi 9146675169 surya8barca@gmail.com	Computer Engineering	Accenture Services Pvt. Ltd.	Offer Letter	684	4.50
2020 – 2021	Lobo Pranay Sheehan Peter 9892571956 lobopranayk9@gmail.com	Computer Engineering	Protegrity (India) Pvt. Ltd.	Offer for Employment	686	4.50
2020 – 2021	Yadav Nagendra Laltaprasad 8767513795 sonuy576251@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	692	4.50
2020 – 2021	Mishra Mayank Manmohan 9819097968 manmohan.67@rediffmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	700	4.50
2020 – 2021	Rachel Jose 9004909474 racheljose21@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	708	4.50
2020 – 2021	Susmita Mathew 9969276653 susmitamathew@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	717	4.50
2020 – 2021	Dsouza Sherwyn Rohit 7738630378 sherwyndsouza1999@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	725	4.50
2020 – 2021	Srivastava Mayank 7874663325 srivikrant@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	733	4.50
2020 – 2021	Mulakkal Anup Joseph 9221573916 anup20joseph@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer Intimation (Email)	743	4.50



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2020 – 2021	Dishank Kailash Oza 8369454431 oya.dishank1@gmail.com	Computer Engineering	Xoriant Solutions Pvt. Ltd.	Offer of Employment	744	4.50
2020 – 2021	Kumar Ashish 9773607756 kumar.ashish99200@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	752	4.50
2020 – 2021	Dashpute Gaurav Tushar 8652728460 gauravdashpute.399@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	754	4.50
2020 – 2021	J. Scriptu Rajan 9757214502 scriptujevarajan@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	761	4.50
2020 – 2021	Bhanushali Jagruti Umershibhai 8080107870 jagrutibhanushali1999@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	768	4.50
2020 – 2021	Rao Pragati Uttam 8879904307 pragatir923@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	775	4.50
2020 – 2021	Korade Rishika Vivek 8689860404 rishikakorade@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	777	4.50
2020 – 2021	Parab Shantanu Suhas 7045273972 shantanuparab99@gmail.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	779	4.50
2020 – 2021	Dhingra Urvashi Vikram 8978655055 dhingravj@lntebg.com	Electronics Engineering	Accenture Services Pvt. Ltd.	Offer Letter	786	4.50
2020 – 2021	Ridhika Nitin Agarwal 8879767222 ridhika045@gmail.com	Electronics Engineering	Ernst & Young (E&Y)	Offer Intimation (Email)	788	4.50
2020 – 2021	Kuwlekar Hrushikesh Pramod 9619313096 hrushikeshkuwlekar@gmail.com	Electronics Engineering	ICICI Lombard General Insurance	Offer of Employment	790	4.50



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2020 – 2021	Dave Sakshi Sanjay 9029898322 davesanjay4@gmail.com	Electronics Engineering	ICICI Lombard General Insurance	Offer of Employment	792	4.50
2020 – 2021	Mehta Khushi Manish 9004624421 kmehta3051@gmail.com	Production Engineering	Kansai Nerolac Paints Ltd.	Offer as Graduate Engineering Trainee	794	4.50
2020 – 2021	Pillai Sunilkumar Senthilvinayagam 9987187436 sunilrocks1999@gmail.com	Electronics Engineering	Sodel IT Solutions Pvt. Ltd.	Letter of Offer	797	4.25
2020 – 2021	Patil Vismay Anurath 8652161498 vismay.patil25@gmail.com	Electronics Engineering	Sodel IT Solutions Pvt. Ltd.	Letter of Offer	800	4.25
2020 – 2021	Dmello Prince Alex 8888025894 princedmello13@gmail.com	Computer Engineering	Cognizant Technology Solutions	Offer of Employment	803	4.01
2020 – 2021	Kulkarni Sarvesh Vilas 9082041446 sarveshkulkarni1999@gmail.com	Computer Engineering	Cognizant Technology Solutions	Offer of Employment	807	4.01
2020 – 2021	Yadav Nagendra Laltaprasad 8767513795 sonuy576251@gmail.com	Computer Engineering	Cognizant Technology Solutions	Offer of Employment	811	4.01
2020 – 2021	Dashpute Gaurav Tushar 8652728460 gauravdashpute.399@gmail.com	Electronics Engineering	Cognizant Technology Solutions	Offer of Employment	815	4.01
2020 – 2021	J. Scriptu Rajan 9757214502 scriptujevarajan@gmail.com	Electronics Engineering	Cognizant Technology Solutions	Offer of Employment	819	4.01
2020 – 2021	Gabhare Saumeel Rajeev 9769964289 sgabhare@gmail.com	Electronics Engineering	Cognizant Technology Solutions	Offer of Employment	823	4.01
2020 – 2021	Dmello Sebastian Dominic 7219420099 sebastian.sd116@gmail.com	Electronics Engineering	Cognizant Technology Solutions	Offer of Employment	827	4.01



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2020 – 2021	Sneha Samuel 9969022602 snehasamuel250@gmail.com	Electronics Engineering	Cognizant Technology Solutions	Offer of Employment	831	4.01
2020 – 2021	Feaba Johnson 9757203555 johnson_k_george@hotmail.com	Information Technology	Ugam Solutions Pvt. Ltd.	Letter of Appointment	835	4.00
2020 – 2021	Kanitkar Gouri Avadhoot 9820922450 gourikanitkar1999@gmail.com	Information Technology	Neebal Technologies	Offer Letter	847	4.00
2020 – 2021	Jeneya Jerome Rumao 8007670548 jeneyarumao@gmail.com	Information Technology	Neebal Technologies	Offer Letter	854	4.00
2020 – 2021	Mahindrakar Shefali Vinod 9930231198 shefu.mahindrakar1@gmail.com	Information Technology	Ugam Solutions Pvt. Ltd.	Letter of Intent	861	4.00
2020 – 2021	Nash Rajesh Vaz 8411038070 vaznash1@gmail.com	Computer Engineering	ABM Knowledgeware Ltd.	Offer Letter	864	4.00
2020 – 2021	Dsouza Susan Vincent 9860965760 dhemadsouza12@yahoo.com	Computer Engineering	Neebal Technologies	Offer Letter	866	4.00
2020 – 2021	Chaubee Aayush Kamlakant 9768754720 chaubeaayush@gmail.com	Electronics Engineering	Indigital Technologies	Offer Letter	873	4.00
2020 – 2021	Fernandez Ashley Peter 9773043907 peter.fernandez7@gmail.com	Electronics Engineering	Ugam Solutions Pvt. Ltd.	Letter of Intent	875	4.00
2020 – 2021	Joslin Jose Palayur 9867649759 joslinpalayur@gmail.com	Information Technology	eClerx Services Ltd.	Offer Letter	878	3.80
2020 – 2021	Lopes Osborne Victor 9823530512 lopesosborne@gmail.com	Information Technology	ICICI Securities Ltd.	Offer Letter	883	3.80



Training & Placement Officer:
Fr. CRCE, Bandra (W).




DR. (MRS.) SRIJA UNNIKRISHNAN
PRINCIPAL

FR. CONCEICAO RODRIGUES COLLEGE OF ENGINEERING
Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

2020 – 2021	Nair Akshaye Satish 9820433042 akshaye.nair@gmail.com	Information Technology	Capgemini Technology Services (India)	Offer Letter	892	3.80
2020 – 2021	Bhoir Nimisha Vidyadhar 8422896665 nimishavbhoir@gmail.com	Information Technology	Capgemini Technology Services (India)	Letter of Intent	915	3.80
2020 – 2021	Tharayil Albyn Jimmy 9689920287 albintharayil123@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Offer Intimation (Email)	918	3.80
2020 – 2021	Emmima Gnanaraj 9920689040 emmy107.99@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Letter of Intent	920	3.80
2020 – 2021	Reyna Binny 9930548047 reynabinny@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Letter of Intent	923	3.80
2020 – 2021	Sethi Deepanshu Deepak 9920262623 deepanshu.sethi9@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Letter of Intent	926	3.80
2020 – 2021	Bagrecha Pranay Manoj 9833009773 pbpranaybagrecha@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Letter of Intent	929	3.80
2020 – 2021	Kudel Alrich Agnel 9730547746 alrichkudel.ak@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Letter of Intent	932	3.80
2020 – 2021	Carol Sebastian 9594246827 sebray2521@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Letter of Intent (Email)	935	3.80
2020 – 2021	Rego Nolita Brian 7715816259 nolitarego@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Offer Intimation (Email)	937	3.80
2020 – 2021	Aman Anand Baheti 7798461581 masterpiece.ab@gmail.com	Computer Engineering	Capgemini Technology Services (India)	Offer Intimation (Email)	939	3.80



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2020 – 2021	Kumar Ashish 9773607756 kumar.ashish99200@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Letter of Intent	942	3.80
2020 – 2021	Parab Shantanu Suhas 7045273972 shantanuparab99@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Offer Intimation (Email)	945	3.80
2020 – 2021	Gabhare Saumeel Rajeev 9769964289 sgabhare@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Offer Intimation (Email)	947	3.80
2020 – 2021	Swarup T. Saju 8879851205 swaruptsaju@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Letter of Intent	949	3.80
2020 – 2021	Jha Ankit Rajkumar 8451084247 ankit.jha0699@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Letter of Intent	952	3.80
2020 – 2021	Temulkar Arati Vishwas 9702301528 aarti.temulkar@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Letter of Intent	955	3.80
2020 – 2021	Castelino Leon Clinton Urban 9769514974 castelinoleon@gmail.com	Electronics Engineering	Capgemini Technology Services (India)	Offer Intimation (Email)	958	3.80
2020 – 2021	Mishra Jayesh Pramod 9870066247 omshiprepairs@yahoo.in	Information Technology	Chenoa Information & Software Services	Offer Letter	981	3.75
2020 – 2021	Pereira Rincy Wilson 8408858077 pereirarincy24@gmail.com	Information Technology	Chenoa Information & Software Services	Offer Letter	983	3.75
2020 – 2021	More Manali Mahendra 8451979916 manali.more2106@gmail.com	Electronics Engineering	Chenoa Information & Software Services	Offer Letter	985	3.75
2020 – 2021	Cardozo Sigmond Preston Sebastio 8983812423 sigcardozo88.sc@gmail.com	Electronics Engineering	Chenoa Information & Software Services	Offer Letter	987	3.75



Training & Placement Officer:
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Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

2020 – 2021	Lobo Rachael Valerian 8879286963 rachaellobo2408@gmail.com	Information Technology	CRMNext (Acidaes Solutions Pvt. Ltd.)	Pre-placement GET Offer Letter	989	3.70
2020 – 2021	Lopes Simran Sunil 8007558474 lopessimran@yahoo.com	Information Technology	CRMNext (Acidaes Solutions Pvt. Ltd.)	Pre-placement GET Offer Letter	991	3.70
2020 – 2021	Masih Sweedal Vicky 8879037891 masihweedal3015@gmail.com	Information Technology	Infosys Technologies	Offer Letter	993	3.60
2020 – 2021	Rodrigues Valiant Marshall 7040344760 rodriguesvaliant@gmail.com	Information Technology	Soares Enterprises (India) Pvt. Ltd.	Offer Letter	1002	3.60
2020 – 2021	Dmello Clint Michael 7040203165 clintdmello12@gmail.com	Information Technology	Soares Enterprises (India) Pvt. Ltd.	Offer Letter	1009	3.60
2020 – 2021	Pillai Sunilkumar Senthilvinayagam 9987187436 sunilrocks1999@gmail.com	Electronics Engineering	Mastek	Letter of Offer	1018	3.60
2020 – 2021	Koshy Sela Grace 9320014262 anilkoshy@yahoo.com	Computer Engineering	Argon & Co. (Formerly Crimson & Co.)	Offer Letter	1025	3.50
2020 – 2021	Dhingra Urvashi Vikram 8978655055 dhingravj@Intebg.com	Electronics Engineering	Hexaware Technologies Ltd.	Letter of Intent	1026	3.50
2020 – 2021	Singh Abhijeet Manoj 9167226739 abhijeetsingh043@gmail.com	Production Engineering	Argon & Co. (Formerly Crimson & Co.)	Offer Letter	1027	3.50
2020 – 2021	Khot Sharvil Dinesh 7738819938 khotsharvil@gmail.com	Production Engineering	Argon & Co. (Formerly Crimson & Co.)	Offer Letter	1027	3.50
2020 – 2021	Iyengar Abhiram Ravindra 9987472867 abhiramiyengar29@gmail.com	Information Technology	Tata Consultancy Services (TCS)	Letter of Offer	1029	3.36



Training & Placement Officer:
Fr. CRCE, Bandra (W).




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PRINCIPAL

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Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

2020 – 2021	Dsa Mario Philip 8767542316 mario.dsa123@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1048	3.36
2020 – 2021	Correia Ariane Jean Ashwin 9967040482 arianecorreia7@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1067	3.36
2020 – 2021	Shetty Kaustubh Narendranath 8779697069 kaustubhshetty8@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1086	3.36
2020 – 2021	Yadav Alok Kumar Ramlal 9920393957 anamikay88@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1105	3.36
2020 – 2021	Emmima Gnanaraj 9920689040 emmy107.99@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1124	3.36
2020 – 2021	Cleona Charles Pereira 9764362642 cleonapereira1@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1143	3.36
2020 – 2021	Dishank Kailash Oza 8369454431 oza.dishank1@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1162	3.36
2020 – 2021	Menezes Leesa Robin 9545262313 menezesleesa@gmail.com	Computer Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1181	3.36
2020 – 2021	Singh Anjana Amit 9821151066 anshu010@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1200	3.36
2020 – 2021	Dashpute Gaurav Tushar 8652728460 gauravdashpute.399@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1219	3.36
2020 – 2021	Gupta Rajeevkumar Mohanlal 7039126824 rajeevg564@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1238	3.36



Training & Placement Officer:
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FR. CONCEICAO RODRIGUES COLLEGE OF ENGINEERING
Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

2020 – 2021	Korade Rishika Vivek 8689860404 rishikakorade@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer (Email)	1258	3.36
2020 – 2021	Dave Sakshi Sanjay 9029898322 davesanjay4@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1259	3.36
2020 – 2021	Dmello Sebastian Dominic 7219420099 sebastian.sd116@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1278	3.36
2020 – 2021	Parab Shantanu Suhas 7045273972 shantanuparab99@gmail.com	Electronics Engineering	Tata Consultancy Services (TCS)	Joining Letter	1297	3.36
2020 – 2021	Arnav Agarwal 9873100214 arnavagarwal1@outlook.com	Electronics Engineering	Tata Consultancy Services (TCS)	Letter of Offer	1300	3.36
2020 – 2021	Khan Abdulla Kayani Mohammed 9158808539 abdullahkhan199923@gmail.com	Information Technology	Vistaar Systems	Offer Letter	1319	3.30
2020 – 2021	John Noel Raju 9930785708 noeljohn19984501@gmail.com	Electronics Engineering	Media.net (Direct-i)	Offer of Employment	1320	3.09
2020 – 2021	Serrao Vivian Vincent 8097567131 vivianserrao84@gmail.com	Electronics Engineering	Media.net (Direct-i)	Offer of Employment	1323	3.09
2020 – 2021	Kumar Chyankk 9820814406 kumarchyankk@gmail.com	Electronics Engineering	Media.net (Direct-i)	Offer of Employment	1326	3.09
2020 – 2021	Machado Karen Felix 9158751880 molly007.machado@gmail.com	Information Technology	TATA Power Ltd.	Intimation of Campus Selection to TPO	1329	3.00
2020 – 2021	Masalkhamb Aniket Gorakh 8828203227 aniketmasalkhamb116@gmail.com	Electronics Engineering	Byju's Think & Learn Pvt. Ltd.	Offer Letter	1331	3.00



Training & Placement Officer:
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Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

2020 – 2021	Rawat Prashantsingh Chandansingh 9029067260 prashantrawat85@gmail.com	Electronics Engineering	Byju's Think & Learn Pvt. Ltd.	Offer Letter	1335	3.00
2020 – 2021	More Manali Mahendra 8451979916 manali.more2106@gmail.com	Electronics Engineering	C2LBIZ Solutions Pvt. Ltd.	Selection Intimation (Email)	1339	3.00
2020 – 2021	Shirsat Omkar Sabaji 9930628023 omkarshirsat5143@gmail.com	Electronics Engineering	C2LBIZ Solutions Pvt. Ltd.	Selection Intimation (Email)	1341	3.00
2020 – 2021	Allen Xavier Arasan 7028565270 xavierallem1999@gmail.com	Electronics Engineering	Calibit Systems Pvt. Ltd.	Appointment Letter	1343	3.00
2020 – 2021	Ghadge Prathamesh Tanaji 9049233739 pratzghadge2810@gmail.com	Electronics Engineering	Infosys Technologies	Offer Letter	1344	3.00
2020 – 2021	Shelke Maitreya Bhaskar 9930893771 maitreya.shelke@gmail.com	Electronics Engineering	Ixsight Technologies Pvt. Ltd.	Offer Letter (Email)	1353	3.00
2020 – 2021	Koli Shloka Ravindra 9987354814 shlokask48@gmail.com	Electronics Engineering	Ixsight Technologies Pvt. Ltd.	Offer Letter (Email)	1355	3.00
2020 – 2021	Shirsat Omkar Sabaji 9930628023 omkarshirsat5143@gmail.com	Electronics Engineering	Sportz Interactive Pvt. Ltd.	Intent to Offer	1357	3.00
2020 – 2021	Dangle Saurabh Manoj 9769100746 sdangle19@gmail.com	Production Engineering	S.N. Mercantile (India) Pvt. Ltd.	Appointment Letter	1370	3.00
2020 – 2021	Shinde Ambika Ajay 9892838138 ambikaashinde@rediffmail.com	Electronics Engineering	NewGen Software Technologies Ltd.	Offer Letter for Training	1373	2.40
2020 – 2021	Dsouza Darren Shane Mario 9820962058 daisymario1@gmail.com	Electronics Engineering	NewGen Software Technologies Ltd.	Offer Letter for Training	1375	2.40



Training & Placement Officer:
Fr. CRCE, Bandra (W).




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Fr. Agnel Ashram, Bandstand, Bandra (W), Mumbai – 400050.

2020 – 2021	Joel Francis Paul 7506603221 francisjoel700@gmail.com	Electronics Engineering	NewGen Software Technologies Ltd.	Offer Letter for Training	1377	2.40
2020 – 2021	Rawat Prashantsingh Chandansingh 9029067260 prashantrawat85@gmail.com	Electronics Engineering	Valued Epistemics (India) Pvt. Ltd.	Letter of Employment	1379	2.10
2020 – 2021	Colaco Aaron Novel 9637142611 aaroncolaco13@gmail.com	Information Technology	MobiTrail	Selection Intimation (Email)	1405	1.80
2020 – 2021	Rawat Prashantsingh Chandansingh 9029067260 prashantrawat85@gmail.com	Electronics Engineering	RPA Infotech India Pvt. Ltd.	Offer Letter	1406	1.44

* All Figures in Indian Rupees (INR) of Lakhs Per Annum (LPA)



Training & Placement Officer:
Fr. CRCE, Bandra (W).




DR. (MRS.) SRIJA UNNIKRISHNAN
PRINCIPAL



June 6, 2021

Dear Ethan Joel Palani,

Thank you for interviewing with us. Our team at BrowserStack truly enjoyed interacting with you and we hope that your experience of interview was enriching and you got to know more about us.

We all agree that you would be an excellent addition to our winning team and accordingly, would like to offer you the position of Software Development Engineer - Customer Engineering with us. Based on our discussions and agreed terms, your formal offer letter along with details of your compensation and benefits is attached for your digital signature. Upon your acceptance of the offer, we shall kick start our internal on-boarding process to onboard you on June 21, 2021 at 11:00 am. In case of any change in the date of joining, do let us know immediately.

Upon joining, you will receive the Letter of Appointment, Confidentiality Agreement, Code of Conduct etc. In the meantime, in case of any questions / clarification, please reach out to Apurva (apurva.d@browserstack.com / +91 9833041967) or Rahul Pande.

In case of any escalations, reach out to me directly at Gerald (gerald.m@browserstack.com).

The attached offer letter is valid until 2 working days from the date of communication. Please DocuSign and accept the same.

We look forward to have you on-board.

Best regards,

DocuSigned by:

5A601CC1ABC8407...
Gerald Menezes
VP – People

Approved by:

 DS



June 6, 2021

Subject: Offer of Employment

Dear Ethan Joel Palani,

We are pleased to extend you an offer of employment as **Software Development Engineer - Customer Engineering** with BrowserStack Software Pvt. Ltd. ("BrowserStack"). We truly enjoyed meeting you and invite you to be part of our winning team.

The terms of offer are as follows:

Date of Joining	No later than June 21, 2021
Compensation & Benefits	INR 1,590,885 per annum as per details attached in Annexure 1
Base Pay	INR 1,309,000 per annum
Target Variable Pay	INR 231,000 per annum upon achieving defined targets as per your Variable Compensation Plan which shall be communicated to you separately.
Long Term Incentive	In addition to the Remuneration above, the Company would be granting "Stock Options" at the Exercise price derived by the management, the estimated purchase value of which as stated in the table under Annexure 1. Subject to the approval of the Board of Directors of BrowserStack Limited, Ireland and in terms of 2019 Share Option Plan, you will be granted Stock options to purchase Class C ordinary shares of BrowserStack Limited, Ireland. These Options shall vest with you over 4 years - i.e. 25% on the first anniversary of your joining the Company and balance Options will vest equally, upon completion of each month over the next 36 months subject to your continuous service with the Company through each vesting date.
Annual Review	The Company follows the April to March cycle for annual reviews. At the discretion of the Company, your total compensation may be reviewed annually. The review will be based on the performance management process adopted by the Company.
Documents Required	As per details attached in Annexure 3
Background/Ref check	This offer is contingent upon successful initiation of your background verification and reference check before the agreed date of joining. This check is conducted to ensure the authenticity of the information provided by you. Failure to adhere to the timelines might result in delaying your joining or even canceling your offer with BrowserStack. The check with your current employer will be done post your joining at BrowserStack. You acknowledge that in case of any discrepancy found in any of the checks, we reserve the rights to withdraw the offer or terminate your employment.
Paid Leaves	25 days
Notice Period	30 days
Work Timings	Normal business hours shall be 11.00 a.m. to 8.00 p.m. (with a lunch break of one hour), Monday to Friday in each week. You will be required to work outside normal business hours based on shifts and timings according to evolving business requirements.

Please keep the terms of the above offer and the remuneration details confidential. We reserve our rights to withdraw the offer in case we learn about the breach of confidentiality on this count.

We look forward to have you on board.

DocuSigned by:

Gerald Meneses

Authorized signatory

Acceptance:

I have carefully read and understood the above offer and terms. I accept the same.

DocuSigned by:

Ethan Palani 6/9/2021

Signature :


Date :


C67577526344452...

Annexure 1**Name :** Ethan Joel Palani**Designation:** Software Development Engineer - Customer Engineering

		Monthly Compensation	Annual Compensation
		INR	INR
Base Pay	Basic Salary	43,633	523,600
	House Rent Allowance	21,817	261,800
	Telephone Allowance	2,000	24,000
	Leave Travel Allowance	3,633	43,600
	Books & Periodicals	1,000	12,000
	Special Allowance	37,000	444,000
		109,083	1,309,000
Variable Pay	Target Performance Pay		231,000
Benefits	Gratuity		25,185
	Medical Insurance		4,100
	Employer's PF Contribution		21,600
			50,885
Total Compensation			1,590,885
Long Term Incentive	Purchase Value (Vested over 4 years)		246,400

- If you elect for Provident Fund contribution, the Company contribution will be maximum 12% on 1,80,000/- of Basic Salary per annum.
- Company provides Medical Insurance floating coverage of Rs.5 lacs for you, your spouse and upto 2 children.
- The Company provides for your Gratuity in compliance with the prevailing law.
- The above compensation structure is subject to detailed rules and regulations of the Company, as may be applicable from time to time.
- Any tax liability arising out of these allowances, stock grants, perquisites and reimbursements will be borne by you.
- If you opt to purchase the shares under the Employee stock option program, the exercise price determined in USD at the stage of grant for the vested stock options should be remitted to Browserstack Ireland. Tax, as may be applicable, would need to be separately remitted to the Company of employment.

DocuSigned by:

 Authorized Signatory: _____
 5A601CC1ABC8407...

DocuSigned by:

 Signature : _____
 C67577526344452...



Annexure 3
List of Documents

Please email the Scan Copy of the following documents to peopleops@browserstack.com:

1. Experience letter/ Relieving Letter/ Service Certificate of your current* and previous employer
2. Last 2 months Salary Slip of current employer
3. Educational Certificate (Convocation degree/ Marksheet)
4. Passport copy
5. Residential Proof (if residential address mentioned on Aadhar Card/ Passport is different)
6. Pan Card copy
7. Aadhar Card copy

**We would need your current employer's documents once you have been relieved.*

In absence of any document, please let us know before your joining date.



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement dated and signed, between Ethan Palani ("Recipient") as at the end and BrowserStack a Company Registered in Mumbai ("BrowserStack Software Pvt Ltd.").

1. **Background:** The Company intend to disclose information to the Employee to enable them to perform their duties in The Company. In the course of such disclosure of information, it is anticipated that The Company may disclose or deliver to the Employee certain of its trade secrets or confidential or proprietary information for the purpose of enabling the Employee to perform their duties smoothly. The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the "Disclosing Party"; the party receiving such Proprietary Information is referred to as the "Recipient". As used in this Agreement, "writing" or "written," or any other similar term, shall include information on magnetic or electronic media.

2. **Proprietary Information.** As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information, including without limitation, information and software, Network Design, electronic exchange of data, applications and analyses, database design, programming code which is disclosed in writing, electronically or orally by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp, legend or screen caption, shall constitute Proprietary Information till such time that the Employee is employed with The Company and even after the Employee has ceased to be in employment with The Company.

3. **Disclosure of Proprietary Information.** The Recipient shall hold in confidence, and shall not disclose to any person outside its organization, any Proprietary Information. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. The Recipient shall disclose Proprietary Information received by it under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limitation on Obligations.** The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- A. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;
- B. is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation;
- C. becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information;
- D. is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- E. is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. **Ownership of Proprietary Information.** The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. **Return of Documents.** The Recipient shall, upon the request and at the time of leaving The Company, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous.

- A. This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.
- B. This Agreement will be binding upon the Employee when in employment with The Company and even after the Employee ceases to be in employment with The Company.
- C. It is also agreed that the competent courts in Mumbai, India only will have jurisdiction to entertain, try and dispose of disputes, which may arise between the parties hereto.
- D. The provisions of this Agreement are necessary for the protection of the business and goodwill of The Company and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies, which may be available, the Disclosing Party shall have the right to take disciplinary action against the Employee amounting to termination of employment and other injunctive and equitable relief.

EXECUTED as a sealed instrument as of the day and year first set forth below.

DocuSigned by:

C07577520344452...
Employee's Signature

Employee Name: Ethan Palani
Date: 6/9/2021

For **BrowserStack Software Pvt Ltd**

DocuSigned by:

5A0010C1ABC0407...
Authorised Signatory



June 6, 2021

Dear Darlene Nazareth,

Thank you for interviewing with us. Our team at BrowserStack truly enjoyed interacting with you and we hope that your experience of interview was enriching and you got to know more about us.

We all agree that you would be an excellent addition to our winning team and accordingly, would like to offer you the position of Software Development Engineer - Customer Engineering with us. Based on our discussions and agreed terms, your formal offer letter along with details of your compensation and benefits is attached for your digital signature. Upon your acceptance of the offer, we shall kick start our internal on-boarding process to onboard you on June 21, 2021 at 11:00 am. In case of any change in the date of joining, do let us know immediately.


Upon joining, you will receive the Letter of Appointment, Confidentiality Agreement, Code of Conduct etc. In the meantime, in case of any questions / clarification, please reach out to Apurva (apurva.d@browserstack.com) / +91 9833041967) or Rahul Pande.

In case of any escalations, reach out to me directly at Gerald (gerald.m@browserstack.com).

The attached offer letter is valid until 2 working days from the date of communication. Please DocuSign and accept the same.

We look forward to have you on-board.

Best regards,

DocuSigned by:

5A601CC1ABC8407...

Gerald Menezes

VP – People

Approved by:


DS



June 6, 2021

Subject: Offer of Employment

Dear Darlene Nazareth,

We are pleased to extend you an offer of employment as **Software Development Engineer - Customer Engineering** with BrowserStack Software Pvt. Ltd. ("BrowserStack"). We truly enjoyed meeting you and invite you to be part of our winning team.

The terms of offer are as follows:

Date of Joining	No later than June 21, 2021
Compensation & Benefits	INR 1,590,885 per annum as per details attached in Annexure 1
Base Pay	INR 1,309,000 per annum
Target Variable Pay	INR 231,000 per annum upon achieving defined targets as per your Variable Compensation Plan which shall be communicated to you separately.
Long Term Incentive	In addition to the Remuneration above, the Company would be granting "Stock Options" at the Exercise price derived by the management, the estimated purchase value of which as stated in the table under Annexure 1. Subject to the approval of the Board of Directors of BrowserStack Limited, Ireland and in terms of 2019 Share Option Plan, you will be granted Stock options to purchase Class C ordinary shares of BrowserStack Limited, Ireland. These Options shall vest with you over 4 years - i.e. 25% on the first anniversary of your joining the Company and balance Options will vest equally, upon completion of each month over the next 36 months subject to your continuous service with the Company through each vesting date.
Annual Review	The Company follows the April to March cycle for annual reviews. At the discretion of the Company, your total compensation may be reviewed annually. The review will be based on the performance management process adopted by the Company.
Documents Required	As per details attached in Annexure 3
Background/Ref check	This offer is contingent upon successful initiation of your background verification and reference check before the agreed date of joining. This check is conducted to ensure the authenticity of the information provided by you. Failure to adhere to the timelines might result in delaying your joining or even canceling your offer with BrowserStack. The check with your current employer will be done post your joining at BrowserStack. You acknowledge that in case of any discrepancy found in any of the checks, we reserve the rights to withdraw the offer or terminate your employment.
Paid Leaves	25 days
Notice Period	30 days
Work Timings	Normal business hours shall be 11.00 a.m. to 8.00 p.m. (with a lunch break of one hour), Monday to Friday in each week. You will be required to work outside normal business hours based on shifts and timings according to evolving business requirements.

Please keep the terms of the above offer and the remuneration details confidential. We reserve our rights to withdraw the offer in case we learn about the breach of confidentiality on this count.

We look forward to have you on board.

DocuSigned by:

Gerald Meneses

Authorized signatory

Acceptance:

I have carefully read and understood the above offer and terms. I accept the same.

DocuSigned by:

Darlene Nazareth

Signature

Date : _____




Annexure 1

Name :Darlene Nazareth

Designation: Software Development Engineer - Customer Engineering

		Monthly Compensation	Annual Compensation
		INR	INR
Base Pay	Basic Salary	43,633	523,600
	House Rent Allowance	21,817	261,800
	Telephone Allowance	2,000	24,000
	Leave Travel Allowance	3,633	43,600
	Books & Periodicals	1,000	12,000
	Special Allowance	37,000	444,000
		109,083	1,309,000
Variable Pay	Target Performance Pay		231,000
Benefits	Gratuity		25,185
	Medical Insurance		4,100
	Employer's PF Contribution		21,600
			50,885
Total Compensation			1,590,885
Long Term Incentive	Purchase Value (Vested over 4 years)		246,400

- If you elect for Provident Fund contribution, the Company contribution will be maximum 12% on 1,80,000/- of Basic Salary per annum.
- Company provides Medical Insurance floating coverage of Rs.5 lacs for you, your spouse and upto 2 children.
- The Company provides for your Gratuity in compliance with the prevailing law.
- The above compensation structure is subject to detailed rules and regulations of the Company, as may be applicable from time to time.
- Any tax liability arising out of these allowances, stock grants, perquisites and reimbursements will be borne by you.
- If you opt to purchase the shares under the Employee stock option program, the exercise price determined in USD at the stage of grant for the vested stock options should be remitted to Browserstack Ireland. Tax, as may be applicable, would need to be separately remitted to the Company of employment.

DocuSigned by:

 Authorized Signatory: SA60TCC1ABC8407...

DocuSigned by:

 Signature : 56B76F98B6BD4C1...



Annexure 3
List of Documents

Please email the Scan Copy of the following documents to peopleops@browserstack.com:

1. Experience letter/ Relieving Letter/ Service Certificate of your current* and previous employer
2. Last 2 months Salary Slip of current employer
3. Educational Certificate (Convocation degree/ Marksheet)
4. Passport copy
5. Residential Proof (if residential address mentioned on Aadhar Card/ Passport is different)
6. Pan Card copy
7. Aadhar Card copy

**We would need your current employer's documents once you have been relieved.*

In absence of any document, please let us know before your joining date.



June 6, 2021

Dear Khalid Shaikh,

Thank you for interviewing with us. Our team at BrowserStack truly enjoyed interacting with you and we hope that your experience of interview was enriching and you got to know more about us.

We all agree that you would be an excellent addition to our winning team and accordingly, would like to offer you the position of Software Development Engineer - Customer Engineering with us. Based on our discussions and agreed terms, your formal offer letter along with details of your compensation and benefits is attached for your digital signature. Upon your acceptance of the offer, we shall kick start our internal on-boarding process to onboard you on June 21, 2021 at 11:00 am. In case of any change in the date of joining, do let us know immediately.

Upon joining, you will receive the Letter of Appointment, Confidentiality Agreement, Code of Conduct etc. In the meantime, in case of any questions / clarification, please reach out to Apurva (apurva.d@browserstack.com) / +91 9833041967) or Rahul Pande.

In case of any escalations, reach out to me directly at Gerald (gerald.m@browserstack.com).

The attached offer letter is valid until 2 working days from the date of communication. Please DocuSign and accept the same.

We look forward to have you on-board.

Best regards,

DocuSigned by:

5A601CC1ABC8407...
Gerald Menezes
VP – People

Approved by:

A stylized signature in blue ink, enclosed in a blue rectangular box with a 'DS' label in the top right corner.



June 6, 2021

Subject: Offer of Employment

Dear Khalid Shaikh,

We are pleased to extend you an offer of employment as **Software Development Engineer - Customer Engineering** with BrowserStack Software Pvt. Ltd. ("BrowserStack"). We truly enjoyed meeting you and invite you to be part of our winning team.

The terms of offer are as follows:

Date of Joining	No later than June 21, 2021
Compensation & Benefits	INR 1,590,885 per annum as per details attached in Annexure 1
Base Pay	INR 1,309,000 per annum
Target Variable Pay	INR 231,000 per annum upon achieving defined targets as per your Variable Compensation Plan which shall be communicated to you separately.
Long Term Incentive	In addition to the Remuneration above, the Company would be granting "Stock Options" at the Exercise price derived by the management, the estimated purchase value of which as stated in the table under Annexure 1. Subject to the approval of the Board of Directors of BrowserStack Limited, Ireland and in terms of 2019 Share Option Plan, you will be granted Stock options to purchase Class C ordinary shares of BrowserStack Limited, Ireland. These Options shall vest with you over 4 years - i.e. 25% on the first anniversary of your joining the Company and balance Options will vest equally, upon completion of each month over the next 36 months subject to your continuous service with the Company through each vesting date.
Annual Review	The Company follows the April to March cycle for annual reviews. At the discretion of the Company, your total compensation may be reviewed annually. The review will be based on the performance management process adopted by the Company.
Documents Required	As per details attached in Annexure 3
Background/Ref check	This offer is contingent upon successful initiation of your background verification and reference check before the agreed date of joining. This check is conducted to ensure the authenticity of the information provided by you. Failure to adhere to the timelines might result in delaying your joining or even canceling your offer with BrowserStack. The check with your current employer will be done post your joining at BrowserStack. You acknowledge that in case of any discrepancy found in any of the checks, we reserve the rights to withdraw the offer or terminate your employment.
Paid Leaves	25 days
Notice Period	30 days
Work Timings	Normal business hours shall be 11.00 a.m. to 8.00 p.m. (with a lunch break of one hour), Monday to Friday in each week. You will be required to work outside normal business hours based on shifts and timings according to evolving business requirements.


Please keep the terms of the above offer and the remuneration details confidential. We reserve our rights to withdraw the offer in case we learn about the breach of confidentiality on this count.

We look forward to have you on board.

DocuSigned by:

 Authorized signatory

Acceptance:
 I have carefully read and understood the above offer and terms. I accept the same.

DocuSigned by:

 Signature : _____ Date : **6/8/2021**
 A6056343B4A3450...



Annexure 1

Name :Khalid Shaikh


Designation: Software Development Engineer - Customer Engineering

		Monthly Compensation	Annual Compensation
		INR	INR
Base Pay	Basic Salary	43,633	523,600
	House Rent Allowance	21,817	261,800
	Telephone Allowance	2,000	24,000
	Leave Travel Allowance	3,633	43,600
	Books & Periodicals	1,000	12,000
	Special Allowance	37,000	444,000
		109,083	1,309,000
Variable Pay	Target Performance Pay		231,000
Benefits	Gratuity		25,185
	Medical Insurance		4,100
	Employer's PF Contribution		21,600
			50,885
Total Compensation			1,590,885
Long Term Incentive	Purchase Value (Vested over 4 years)		246,400

- If you elect for Provident Fund contribution, the Company contribution will be maximum 12% on 1,80,000/- of Basic Salary per annum.
- Company provides Medical Insurance floating coverage of Rs.5 lacs for you, your spouse and upto 2 children.
- The Company provides for your Gratuity in compliance with the prevailing law.
- The above compensation structure is subject to detailed rules and regulations of the Company, as may be applicable from time to time.
- Any tax liability arising out of these allowances, stock grants, perquisites and reimbursements will be borne by you.
- If you opt to purchase the shares under the Employee stock option program, the exercise price determined in USD at the stage of grant for the vested stock options should be remitted to Browserstack Ireland. Tax, as may be applicable, would need to be separately remitted to the Company of employment.

DocuSigned by:

 Authorized Signatory: 5A604CC1ABC8407....

DocuSigned by:

 Signature : A6056343B4A3450....



Annexure 3
List of Documents

Please email the Scan Copy of the following documents to peopleops@browserstack.com:

1. Experience letter/ Relieving Letter/ Service Certificate of your current* and previous employer
2. Last 2 months Salary Slip of current employer
3. Educational Certificate (Convocation degree/ Marksheet)
4. Passport copy
5. Residential Proof (if residential address mentioned on Aadhar Card/ Passport is different)
6. Pan Card copy
7. Aadhar Card copy

**We would need your current employer's documents once you have been relieved.*

In absence of any document, please let us know before your joining date.



June 5, 2021

Dear Princeton Baretto,

Thank you for interviewing with us. Our team at BrowserStack truly enjoyed interacting with you and we hope that your experience of interview was enriching and you got to know more about us.

We all agree that you would be an excellent addition to our winning team and accordingly, would like to offer you the position of Software Development Engineer - Customer Engineering with us. Based on our discussions and agreed terms, your formal offer letter along with details of your compensation and benefits is attached for your digital signature. Upon your acceptance of the offer, we shall kick start our internal on-boarding process to onboard you on June 21, 2021 at 11:00 am. In case of any change in the date of joining, do let us know immediately.

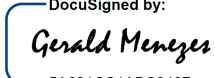
Upon joining, you will receive the Letter of Appointment, Confidentiality Agreement, Code of Conduct etc. In the meantime, in case of any questions / clarification, please reach out to Apurva (apurva.d@browserstack.com) / +91 9833041967) or Rahul Pande.

In case of any escalations, reach out to me directly at Gerald (gerald.m@browserstack.com).

The attached offer letter is valid until 2 working days from the date of communication. Please DocuSign and accept the same.

We look forward to have you on-board.

Best regards,

DocuSigned by:

5A60TCCTABC8407 ...
Gerald Menezes
VP – People

Approved by:

A digital signature in blue ink, consisting of a stylized 'V' and 'C'.



June 5, 2021

Subject: Offer of Employment

Dear Princeton Baretto,

We are pleased to extend you an offer of employment as **Software Development Engineer - Customer Engineering** with BrowserStack Software Pvt. Ltd. ("BrowserStack"). We truly enjoyed meeting you and invite you to be part of our winning team.

The terms of offer are as follows:

Date of Joining	No later than June 21, 2021
Compensation & Benefits	INR 1,590,885 per annum as per details attached in Annexure 1
Base Pay	INR 1,309,000 per annum
Target Variable Pay	INR 231,000 per annum upon achieving defined targets as per your Variable Compensation Plan which shall be communicated to you separately.
Long Term Incentive	In addition to the Remuneration above, the Company would be granting "Stock Options" at the Exercise price derived by the management, the estimated purchase value of which as stated in the table under Annexure 1. Subject to the approval of the Board of Directors of BrowserStack Limited, Ireland and in terms of 2019 Share Option Plan, you will be granted Stock options to purchase Class C ordinary shares of BrowserStack Limited, Ireland. These Options shall vest with you over 4 years - i.e. 25% on the first anniversary of your joining the Company and balance Options will vest equally, upon completion of each month over the next 36 months subject to your continuous service with the Company through each vesting date.
Annual Review	The Company follows the April to March cycle for annual reviews. At the discretion of the Company, your total compensation may be reviewed annually. The review will be based on the performance management process adopted by the Company.
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Paid Leaves	25 days
Notice Period	30 days
Work Timings	Normal business hours shall be 11.00 a.m. to 8.00 p.m. (with a lunch break of one hour), Monday to Friday in each week. You will be required to work outside normal business hours based on shifts and timings according to evolving business requirements.

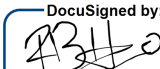
Please keep the terms of the above offer and the remuneration details confidential. We reserve our rights to withdraw the offer in case we learn about the breach of confidentiality on this count.

We look forward to have you on board.

DocuSigned by:

 Authorized signatory

Acceptance:
 I have carefully read and understood the above offer and terms. I accept the same.

DocuSigned by:

 Signature: 25AF892540F544C... Date: 6/7/2021



Annexure 1

Name :Princeton Baretto

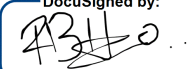
Designation: Software Development Engineer - Customer Engineering

		Monthly Compensation	Annual Compensation
		INR	INR
Base Pay	Basic Salary	43,633	523,600
	House Rent Allowance	21,817	261,800
	Telephone Allowance	2,000	24,000
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	Books & Periodicals	1,000	12,000
	Special Allowance	37,000	444,000
		109,083	1,309,000
Variable Pay	Target Performance Pay		231,000
Benefits	Gratuity		25,185
	Medical Insurance		4,100
	Employer's PF Contribution		21,600
			50,885
Total Compensation			1,590,885
Long Term Incentive	Purchase Value (Vested over 4 years)		246,400

- If you elect for Provident Fund contribution, the Company contribution will be maximum 12% on 1,80,000/- of Basic Salary per annum.
- Company provides Medical Insurance floating coverage of Rs.5 lacs for you, your spouse and upto 2 children.
- The Company provides for your Gratuity in compliance with the prevailing law.
- The above compensation structure is subject to detailed rules and regulations of the Company, as may be applicable from time to time.
- Any tax liability arising out of these allowances, stock grants, perquisites and reimbursements will be borne by you.
- If you opt to purchase the shares under the Employee stock option program, the exercise price determined in USD at the stage of grant for the vested stock options should be remitted to Browserstack Ireland. Tax, as may be applicable, would need to be separately remitted to the Company of employment.

DocuSigned by:

 Authorized Signatory: 5A601CC1ABC8407...

DocuSigned by:

 Signature : 25AF892546F544C...



Annexure 3
List of Documents

Please email the Scan Copy of the following documents to peopleops@browserstack.com:

1. Experience letter/ Relieving Letter/ Service Certificate of your current* and previous employer
2. Last 2 months Salary Slip of current employer
3. Educational Certificate (Convocation degree/ Marksheet)
4. Passport copy
5. Residential Proof (if residential address mentioned on Aadhar Card/ Passport is different)
6. Pan Card copy
7. Aadhar Card copy

**We would need your current employer's documents once you have been relieved.*

In absence of any document, please let us know before your joining date.



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement dated and signed, between Princeton Baretto ("Recipient") as at the end and BrowserStack a Company Registered in Mumbai ("BrowserStack Software Pvt Ltd.").

1. **Background:** The Company intend to disclose information to the Employee to enable them to perform their duties in The Company. In the course of such disclosure of information, it is anticipated that The Company may disclose or deliver to the Employee certain of its trade secrets or confidential or proprietary information for the purpose of enabling the Employee to perform their duties smoothly. The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the "Disclosing Party"; the party receiving such Proprietary Information is referred to as the "Recipient". As used in this Agreement, "writing" or "written," or any other similar term, shall include information on magnetic or electronic media.

2. **Proprietary Information.** As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information, including without limitation, information and software, Network Design, electronic exchange of data, applications and analyses, database design, programming code which is disclosed in writing, electronically or orally by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp, legend or screen caption, shall constitute Proprietary Information till such time that the Employee is employed with The Company and even after the Employee has ceased to be in employment with The Company.

3. **Disclosure of Proprietary Information.** The Recipient shall hold in confidence, and shall not disclose to any person outside its organization, any Proprietary Information. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. The Recipient shall disclose Proprietary Information received by it under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limitation on Obligations.** The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- A. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;
- B. is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation;
- C. becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information;
- D. is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- E. is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. **Ownership of Proprietary Information.** The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. **Return of Documents.** The Recipient shall, upon the request and at the time of leaving The Company, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof).

**7. Miscellaneous.**

- A. This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.
- B. This Agreement will be binding upon the Employee when in employment with The Company and even after the Employee ceases to be in employment with The Company.
- C. It is also agreed that the competent courts in Mumbai, India only will have jurisdiction to entertain, try and dispose of disputes, which may arise between the parties hereto.
- D. The provisions of this Agreement are necessary for the protection of the business and goodwill of The Company and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies, which may be available, the Disclosing Party shall have the right to take disciplinary action against the Employee amounting to termination of employment and other injunctive and equitable relief.

EXECUTED as a sealed instrument as of the day and year first set forth below.

DocuSigned by:

25AF892546F544C...
Employee's Signature

Employee Name: Princeton Baretto
Date: 6/7/2021

For **BrowserStack Software Pvt Ltd**

DocuSigned by:

5A001CC1ABC0407...
Authorised Signatory

Its All Good Web Solutions Pvt. Ltd.

18th March 2021

Dear Pushpak,

We are pleased to make you an offer of employment as a **Software Engineer** at **Its All Good Web Solutions Pvt. Ltd.** commencing on **1st April 2021**.

This offer expires on **22nd March 2021**.

By your joining date we will require you to submit all the relevant documents (PAN, AADHAR, Bank Details, and any other documents to process your salary etc.) for our records. Your appointment will come into effect only after you produce the same. This offer is subject to satisfactory completion of reference checks.

Your compensation package is **INR 11,00,000**. Your compensation package should be treated as confidential and non-comparable. Kindly refer to **Annexure I** for the break-up.

We look forward to working with you and believe that you can make a significant impact as part of our team.

Please feel free to contact us at itsallgoodweb@gmail.com with any questions.

Yours Sincerely,

For Its All Good Web Solutions Pvt. Ltd

Karan Varma



Pushpak Chhajed

Its All Good Web Solutions Pvt. Ltd.

8, Mahalaxmi Apartment, Oppo AHD Dlc Co Op Bank Sabarmati, AMD, GUJ (380005)
GSTIN/UIN: 24AAFCI0504H1Z4

Annexure I
Compensation and Benefits Package

Component	(INR) Monthly	Description
Compensation	86,667/-	Basic Salary
Benefits	5000/-	A Health or Fitness related allowance (non-medical) of upto Rs. 5000 per month (Reimbursable)
Total	91,667/-	

Yours Sincerely,

For Its All Good Web Solutions Pvt. Ltd

Karan Varma



Pushpak Chhajed



UBS Business Solutions (India) Pvt. Ltd.

(CIN: U74999PN2015FTC157258)

9th & 10th Floor,
Tower-A, EON Part II, EON Free Zone II
Kharadi,
Pune 411014, Maharashtra, India

Tel: +91-20-67421500

www.ubs.com

3 March 2021

PRIVATE & CONFIDENTIAL

Mr. Franky Mathew Pinto

Dear Franky,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be Tech Support Engineer in our Technology Department and you will report to Kanwarveer Singh, Associate Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or



HR0004083755



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- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Pune, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:
- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
 - (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either



you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

11 Termination

- 11.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 11.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 21.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 11.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (e) causing damage to the property of the Firm; and/or
 - (f) breach of confidentiality/secret provisions set out in this Agreement.
- 11.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 11.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).
- You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.
- 11.5 At any time, including during any period of notice provided for in this paragraph 11, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.



- 11.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 11.7 Termination of your employment under this paragraph 11 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 11.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 11.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 11.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 11.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

12 Garden/Paid Leave

- 12.1 During the period of notice as provided for in paragraph 11 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 12.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 12 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

13 Outside Directorships and External Functions and Conflicts of Interest

- 13.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,
- (each, an "External Function") which may give rise to



- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
- (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
- (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

- 13.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 13.3 In Paragraph 13.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 13.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 13.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

14 Employment and Personal Information

- 14.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 14.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.
- 14.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 14.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 14.1.

- 14.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

15 Non-Solicitation

- 15.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
- (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

- 15.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 15 are:

- (a) reasonable in terms of the period, territorial limitation and subject matters; and
- (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

- 15.3 Each of the restrictions in paragraphs 15.1(a) and 15.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 15.4 Without prejudice to paragraph 15.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 15.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 15.1(a) and 15.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 15.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 15 to the extent permitted by law.
- 15.7 In this paragraph 15, "Firm" shall include each and every member of the UBS Group.

16 Clearance and Registration by Relevant Authorities

- 16.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory



authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

- 16.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 16.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 16.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

17 Confidentiality

- 17.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 17.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.
- 17.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 17.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 17.5 Any breach of the responsibilities and obligation set out in this paragraph 17 may constitute gross misconduct and may result in summary dismissal.



17.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Intellectual Property

18.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

18.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

18.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement

18.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

18.5 You hereby covenant and agree that you will at the request and expense of the Firm:

- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
- (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

18.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

18.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such



inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

18.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

18.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

18.10 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.

19 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

20 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

21 Warranties and Undertakings

21.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;



- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

21.2 Any breach of any of the warranties and undertakings set out in this paragraph 21 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

22 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

23 Background and Reference Checks

- 23.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.
- 23.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.
- 23.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 23.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

24 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

25 Preservation of Common Law Rights

- 25.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.
- 25.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

26 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

27 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 27 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

28 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

29 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

30 Definitions

In this Agreement save where the context requires otherwise,

“UBS Group” means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and “Group Company” means any company within the UBS Group.



31 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Franky Mathew Pinto**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:.....

Date:



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

- keep information gained during your former employment confidential and secret; and/or
- return property belonging to your former employer when you leave; and/or
- not to solicit their staff &/or customers during a restrictive period; and/or
- not to compete with your former employer during a restrictive period; and/or
- not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.



UBS Business Solutions (India) Pvt. Ltd.
Unit No. 1201, 1301, 1401, Building No 2
MindSpace, Gigaplex, Plot No. I.T.5, MIDC
Airoli Knowledge Park, T.T.C Industrial Area
Airoli West, Navi Mumbai – 400708
Maharashtra, India

Tel: +91-22-62331003
www.ubs.com

4 March 2021

PRIVATE & CONFIDENTIAL

Mr. Nitesh Sanjay Prasad

Dear Nitesh,

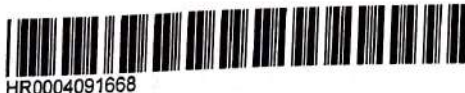
We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be IT Support Engineer in our Technology Department and you will report to Binit Jha, Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or



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- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Mumbai, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:

- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
- (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either



you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

11 Termination

- 11.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 11.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 21.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 11.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (e) causing damage to the property of the Firm; and/or
 - (f) breach of confidentiality/secret provisions set out in this Agreement.
- 11.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 11.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).
- You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.
- 11.5 At any time, including during any period of notice provided for in this paragraph 11, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.

- 11.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 11.7 Termination of your employment under this paragraph 11 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 11.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 11.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 11.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 11.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

12 Garden/Paid Leave

- 12.1 During the period of notice as provided for in paragraph 11 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 12.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 12 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

13 Outside Directorships and External Functions and Conflicts of Interest

- 13.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,
- (each, an "External Function") which may give rise to

- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
 - (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
 - (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.
- 13.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 13.3 In Paragraph 13.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 13.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 13.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

14 Employment and Personal Information

- 14.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 14.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.
- 14.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 14.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 14.1.

- 14.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

15 Non-Solicitation

- 15.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
- (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

- 15.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 15 are:

- (a) reasonable in terms of the period, territorial limitation and subject matters; and
- (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

- 15.3 Each of the restrictions in paragraphs 15.1(a) and 15.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 15.4 Without prejudice to paragraph 15.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 15.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 15.1(a) and 15.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 15.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 15 to the extent permitted by law.
- 15.7 In this paragraph 15, "Firm" shall include each and every member of the UBS Group.

16 Clearance and Registration by Relevant Authorities

- 16.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory

authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

- 16.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 16.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 16.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

17 Confidentiality

- 17.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 17.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.
- 17.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 17.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 17.5 Any breach of the responsibilities and obligation set out in this paragraph 17 may constitute gross misconduct and may result in summary dismissal.

17.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Intellectual Property

18.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

18.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

18.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.

18.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

18.5 You hereby covenant and agree that you will at the request and expense of the Firm:

- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
- (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

18.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

18.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such

inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

- 18.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

- 18.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

- 18.10 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.

19 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

20 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

21 Warranties and Undertakings

- 21.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

21.2 Any breach of any of the warranties and undertakings set out in this paragraph 21 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

22 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

23 Background and Reference Checks

- 23.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.
- 23.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.
- 23.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 23.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

24 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

25 Preservation of Common Law Rights

25.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

25.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

26 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

27 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 27 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

28 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

29 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

30 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.



31 **Governing Law and Jurisdiction**

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,

UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Nitesh Sanjay Prasad**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:.....

Date: 06-03-2021

Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

- keep information gained during your former employment confidential and secret; and/or
- return property belonging to your former employer when you leave; and/or
- not to solicit their staff &/or customers during a restrictive period; and/or
- not to compete with your former employer during a restrictive period; and/or
- not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
- the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).



Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.



UBS Business Solutions (India) Pvt. Ltd.

(CIN: U74999PN2015FTC157258)
9th & 10th Floor,
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Kharadi,
Pune 411014, Maharashtra, India

Tel: +91-20-67421500

www.ubs.com

26 February 2021

PRIVATE & CONFIDENTIAL

Mr. Shalva Anand Thakurdesai

Dear Shalva,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be Tech Support Engineer in our Technology Department and you will report to Kanwarveer Singh, Associate Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or



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- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Pune, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:
- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
 - (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either



you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

11 Termination

- 11.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 11.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 21.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 11.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (e) causing damage to the property of the Firm; and/or
 - (f) breach of confidentiality/secret provisions set out in this Agreement.
- 11.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 11.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).
- You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.
- 11.5 At any time, including during any period of notice provided for in this paragraph 11, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.



- 11.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 11.7 Termination of your employment under this paragraph 11 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 11.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 11.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 11.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 11.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

12 Garden/Paid Leave

- 12.1 During the period of notice as provided for in paragraph 11 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 12.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 12 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

13 Outside Directorships and External Functions and Conflicts of Interest

- 13.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to



- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
- (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
- (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

- 13.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 13.3 In Paragraph 13.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 13.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 13.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

14 Employment and Personal Information

- 14.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 14.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.
- 14.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 14.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 14.1.

- 14.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

15 Non-Solicitation

- 15.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
- (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

- 15.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 15 are:

- (a) reasonable in terms of the period, territorial limitation and subject matters; and
- (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

- 15.3 Each of the restrictions in paragraphs 15.1(a) and 15.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 15.4 Without prejudice to paragraph 15.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 15.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 15.1(a) and 15.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 15.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 15 to the extent permitted by law.
- 15.7 In this paragraph 15, "Firm" shall include each and every member of the UBS Group.

16 Clearance and Registration by Relevant Authorities

- 16.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory

authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

- 16.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 16.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 16.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

17 Confidentiality

- 17.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 17.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.
- 17.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 17.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 17.5 Any breach of the responsibilities and obligation set out in this paragraph 17 may constitute gross misconduct and may result in summary dismissal.



17.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Intellectual Property

18.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

18.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

18.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement

18.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

18.5 You hereby covenant and agree that you will at the request and expense of the Firm:

- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
- (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

18.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

18.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such



inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

- 18.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

- 18.9 As used herein,

“Firm” shall include each and every member of the UBS Group where the context so requires; and

“Intellectual Property Rights” means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm’s premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

- 18.10 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.

19 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed “Note on New Joiners’ Obligations to Former Employers”.

20 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm’s regulations, policies and procedures (including, but not limited to, the Firm’s Employee Handbook) as implemented and/or amended in the Firm’s sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

21 Warranties and Undertakings

- 21.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

21.2 Any breach of any of the warranties and undertakings set out in this paragraph 21 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

22 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

23 Background and Reference Checks

- 23.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.
- 23.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.
- 23.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 23.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

24 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.



25 Preservation of Common Law Rights

- 25.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.
- 25.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

26 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

27 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 27 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

28 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

29 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

30 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.



31 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Shalva Anand Thakurdesai**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:..... Date:



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:
 - keep information gained during your former employment confidential and secret; and/or
 - return property belonging to your former employer when you leave; and/or
 - not to solicit their staff &/or customers during a restrictive period; and/or
 - not to compete with your former employer during a restrictive period; and/or
 - not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.
6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.





UBS Business Solutions (India) Pvt. Ltd.
Unit No. 1201, 1301, 1401, Building No 2
Mindspace, Gigaplex, Plot No. I.T.5, MIDC
Airoli Knowledge Park, T.T.C Industrial Area
Airoli West, Navi Mumbai – 400708
Maharashtra, India

Tel: +91-22-62331003
www.ubs.com

25 February 2021

PRIVATE & CONFIDENTIAL

Mr. Shubham Dhiren Vira

Dear Shubham,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be IT Software Engineer in our Technology Department and you will report to Chandra Ediga, Associate Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or



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- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Mumbai, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:
- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
 - (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either



you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

11 Termination

- 11.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 11.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 21.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 11.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (e) causing damage to the property of the Firm; and/or
 - (f) breach of confidentiality/secret provisions set out in this Agreement.
- 11.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 11.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).
- You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.
- 11.5 At any time, including during any period of notice provided for in this paragraph 11, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.



- 11.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 11.7 Termination of your employment under this paragraph 11 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 11.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 11.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 11.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 11.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

12 Garden/Paid Leave

- 12.1 During the period of notice as provided for in paragraph 11 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 12.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 12 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

13 Outside Directorships and External Functions and Conflicts of Interest

- 13.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,
- (each, an "External Function") which may give rise to



- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
- (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
- (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

- 13.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 13.3 In Paragraph 13.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 13.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 13.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

14 Employment and Personal Information

- 14.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 14.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.
- 14.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 14.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 14.1.

- 14.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

15 Non-Solicitation

- 15.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
- (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

- 15.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 15 are:

- (a) reasonable in terms of the period, territorial limitation and subject matters; and
- (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

- 15.3 Each of the restrictions in paragraphs 15.1(a) and 15.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 15.4 Without prejudice to paragraph 15.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 15.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 15.1(a) and 15.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 15.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 15 to the extent permitted by law.
- 15.7 In this paragraph 15, "Firm" shall include each and every member of the UBS Group.

16 Clearance and Registration by Relevant Authorities

- 16.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory



authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

- 16.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 16.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 16.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

17 Confidentiality

- 17.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 17.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.
- 17.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 17.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 17.5 Any breach of the responsibilities and obligation set out in this paragraph 17 may constitute gross misconduct and may result in summary dismissal.



17.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Intellectual Property

18.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

18.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

18.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement

18.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

18.5 You hereby covenant and agree that you will at the request and expense of the Firm:

- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
- (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

18.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

18.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such



inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

18.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

18.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

18.10 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.

19 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

20 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

21 Warranties and Undertakings

21.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

21.2 Any breach of any of the warranties and undertakings set out in this paragraph 21 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

22 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

23 Background and Reference Checks

- 23.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.
- 23.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.
- 23.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 23.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

24 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

25 Preservation of Common Law Rights

- 25.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.
- 25.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

26 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

27 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 27 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

28 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

29 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

30 Definitions

In this Agreement save where the context requires otherwise,

“UBS Group” means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and “Group Company” means any company within the UBS Group.



31 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Shubham Dhiren Vira**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:.....

Date:



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

- keep information gained during your former employment confidential and secret; and/or
- return property belonging to your former employer when you leave; and/or
- not to solicit their staff &/or customers during a restrictive period; and/or
- not to compete with your former employer during a restrictive period; and/or
- not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.
6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.





UBS Business Solutions (India) Pvt. Ltd.
Unit No. 1201, 1301, 1401, Building No 2
Mindspace, Gigaplex, Plot No. I.T.5, MIDC
Airoli Knowledge Park, T.T.C Industrial Area
Airoli West, Navi Mumbai – 400708
Maharashtra, India

Tel: +91-22-62331003
www.ubs.com

3 March 2021

PRIVATE & CONFIDENTIAL

Ms. Cassia Hilary Vaz

Dear Cassia,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be IT Software Engineer in our Technology Department and you will report to Akhil Saxena, Associate Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or
 - (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or



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- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Navi Mumbai, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:

- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
- (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.



6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.

6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.

8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.

8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.

8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or



grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

11 Termination

- 11.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 11.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 21.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 11.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (e) causing damage to the property of the Firm; and/or
 - (f) breach of confidentiality/secret provisions set out in this Agreement.
- 11.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 11.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).
- You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.
- 11.5 At any time, including during any period of notice provided for in this paragraph 11, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.
- 11.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 11.7 Termination of your employment under this paragraph 11 would be without prejudice to:



- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
- (b) any other relief to which the Firm may be entitled under contract, law or equity.

11.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.

11.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.

11.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.

11.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

12 Garden/Paid Leave

12.1 During the period of notice as provided for in paragraph 11 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.

12.2 You acknowledge that:

- (a) you provide special services to the Firm; and
- (b) this paragraph 12 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

13 Outside Directorships and External Functions and Conflicts of Interest

13.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:

- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
- (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
- (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,

(each, an "External Function") which may give rise to

- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
- (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or



- (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.
- 13.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 13.3 In Paragraph 13.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 13.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 13.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

14 Employment and Personal Information

- 14.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 14.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.
- 14.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 14.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 14.1.
- 14.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources



Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

15 Non-Solicitation

15.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
- (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

15.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 15 are:

- (a) reasonable in terms of the period, territorial limitation and subject matters; and
- (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

15.3 Each of the restrictions in paragraphs 15.1(a) and 15.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

15.4 Without prejudice to paragraph 15.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

15.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 15.1(a) and 15.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.

15.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 15 to the extent permitted by law.

15.7 In this paragraph 15, "Firm" shall include each and every member of the UBS Group.

16 Clearance and Registration by Relevant Authorities

16.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.



- 16.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 16.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 16.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

17 Confidentiality

- 17.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 17.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.
- 17.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 17.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 17.5 Any breach of the responsibilities and obligation set out in this paragraph 17 may constitute gross misconduct and may result in summary dismissal.
- 17.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity,



any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Intellectual Property

18.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

18.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

18.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement

18.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

18.5 You hereby covenant and agree that you will at the request and expense of the Firm:

- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
- (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

18.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

18.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any



Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

- 18.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

- 18.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications, for, and renewals or extensions of such rights for their full term.

- 18.10 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.

19 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

20 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

21 Warranties and Undertakings

- 21.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;
- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the



- duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
 - (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
 - (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.
- 21.2 Any breach of any of the warranties and undertakings set out in this paragraph 21 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

22 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

23 Background and Reference Checks

- 23.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.
- 23.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.
- 23.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 23.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

24 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

25 Preservation of Common Law Rights

- 25.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this



Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.

- 25.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

26 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

27 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 27 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

28 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

29 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

30 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

31 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.



Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Cassia Hilary Vaz**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:.....

Date:

05/03/21



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:
 - keep information gained during your former employment confidential and secret; and/or
 - return property belonging to your former employer when you leave; and/or
 - not to solicit their staff &/or customers during a restrictive period; and/or
 - not to compete with your former employer during a restrictive period; and/or
 - not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.

6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.



UBS Business Solutions (India) Pvt. Ltd.
Unit No. 1201, 1301, 1401, Building No 2
Mindspace, Gigaplex, Plot No. I.T.5, MIDC
Airoli Knowledge Park, T.T.C Industrial Area
Airoli West, Navi Mumbai – 400708
Maharashtra, India

Tel: +91-22-62331003
www.ubs.com

26 February 2021

PRIVATE & CONFIDENTIAL

Ms. Mehek Bhupesh Male

Dear Mehek,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be IT Software Engineer in our Technology Department and you will report to Shailendra Kumar, Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or



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- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Mumbai, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:
- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
 - (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either



you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

11 Termination

- 11.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 11.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 21.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 11.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (e) causing damage to the property of the Firm; and/or
 - (f) breach of confidentiality/secret provisions set out in this Agreement.
- 11.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 11.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).
- You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.
- 11.5 At any time, including during any period of notice provided for in this paragraph 11, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.



- 11.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 11.7 Termination of your employment under this paragraph 11 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 11.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 11.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 11.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 11.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

12 Garden/Paid Leave

- 12.1 During the period of notice as provided for in paragraph 11 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 12.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 12 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

13 Outside Directorships and External Functions and Conflicts of Interest

- 13.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,
- (each, an "External Function") which may give rise to



- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
- (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
- (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.

- 13.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 13.3 In Paragraph 13.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 13.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 13.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

14 Employment and Personal Information

- 14.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 14.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.
- 14.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 14.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 14.1.

- 14.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

15 Non-Solicitation

- 15.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:

- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
- (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.

- 15.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 15 are:

- (a) reasonable in terms of the period, territorial limitation and subject matters; and
- (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.

but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.

- 15.3 Each of the restrictions in paragraphs 15.1(a) and 15.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 15.4 Without prejudice to paragraph 15.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 15.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 15.1(a) and 15.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 15.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 15 to the extent permitted by law.
- 15.7 In this paragraph 15, "Firm" shall include each and every member of the UBS Group.

16 Clearance and Registration by Relevant Authorities

- 16.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory



authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.

- 16.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 16.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 16.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

17 Confidentiality

- 17.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 17.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.
- 17.3 You may not use any Confidential Information in any way other than for performance of your duties to the Firm. For example, Confidential Information must not be used to trade on your own account or for trading by other persons (such as family and friends). You shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 17.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 17.5 Any breach of the responsibilities and obligation set out in this paragraph 17 may constitute gross misconduct and may result in summary dismissal.



17.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.

17.7 In this paragraph 17, "Firm" shall include each and every member of the UBS Group.

18 Intellectual Property

18.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws.

18.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.

18.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement

18.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.

18.5 You hereby covenant and agree that you will at the request and expense of the Firm:

- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
- (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

18.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.

18.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such



inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.

18.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.

18.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

18.10 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.

19 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

20 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

21 Warranties and Undertakings

21.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;

- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

21.2 Any breach of any of the warranties and undertakings set out in this paragraph 21 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

22 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

23 Background and Reference Checks

- 23.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.
- 23.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.
- 23.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 23.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

24 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.



25 Preservation of Common Law Rights

- 25.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.
- 25.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

26 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

27 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 27 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

28 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

29 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

30 Definitions

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.



31 Governing Law and Jurisdiction

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Mehak Bhupesh Male**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:.....

Date:



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

- keep information gained during your former employment confidential and secret; and/or
- return property belonging to your former employer when you leave; and/or
- not to solicit their staff &/or customers during a restrictive period; and/or
- not to compete with your former employer during a restrictive period; and/or
- not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.
6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.



**UBS Business Solutions (India) Pvt. Ltd.**

(CIN: U74999PN2015FTC157258)

9th & 10th Floor,
Tower-A, EON Part II, EON Free Zone II
Kharadi,
Pune 411014, Maharashtra, India

Tel: +91-20-67421500

www.ubs.com

9 March 2021

PRIVATE & CONFIDENTIAL

Ms. Elvis Edwin Dsouza

Dear Elvis,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be IT Software Engineer in our Technology Department and you will report to Subhrajit Pattanaik, Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
- (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or





- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Pune, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:
- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
 - (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any



external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Relocation

In connection with your acceptance of this offer of employment and required relocation from Thane to Pune, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of household goods and one month temporary accommodation that might be incurred in the process of transferring to your new location. The firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, UBS will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by UBS to you, and you hereby authorise UBS to make any such deduction.

11 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

12 Termination

- 12.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 12.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 22.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 12.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;



- (c) causing damage to the property of the Firm; and/or
- (d) breach of confidentiality/secrecy provisions set out in this Agreement.

- 12.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 12.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

- 12.5 At any time, including during any period of notice provided for in this paragraph 12, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.
- 12.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 12.7 Termination of your employment under this paragraph 12 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 12.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 12.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 12.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 12.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

13 Garden / Paid Leave

- 13.1 During the period of notice as provided for in paragraph 12 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 13.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 13 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.



14 Outside Directorships and External Functions and Conflicts of Interest

- 14.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,
- (each, an "External Function") which may give rise to
- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
 - (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
 - (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.
- 14.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 14.3 In Paragraph 14.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 14.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 14.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

15 Employment and Personal Information

- 15.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 15.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.



- 15.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 15.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 15.1.
- 15.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

16 Non-Solicitation

- 16.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:
- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
 - (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.
- 16.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 16 are:
- (a) reasonable in terms of the period, territorial limitation and subject matters; and
 - (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.
- but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.
- 16.3 Each of the restrictions in paragraphs 16.1(a) and 16.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 16.4 Without prejudice to paragraph 16.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.



- 16.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 16.1(a) and 16.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 16.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 16 to the extent permitted by law.
- 16.7 In this paragraph 16, "Firm" shall include each and every member of the UBS Group.

17 Clearance and Registration by Relevant Authorities

- 17.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.
- 17.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 17.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 17.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

18 Confidentiality

- 18.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 18.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.



- 18.3 You may not, for any purpose whatsoever, use any Confidential Information in any way other than for performance of your duties to the Firm. Confidential Information must not be used to trade on your own account or for trading by other persons such as family and friends and you shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 18.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 18.5 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.
- 18.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.
- 18.7 In this paragraph 18, "Firm" shall include each and every member of the UBS Group.

19 Intellectual Property

- 19.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws..
- 19.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.
- 19.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.
- 19.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.
- 19.5 You hereby:
- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
 - (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in



any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

- 19.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.
- 19.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.
- 19.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.
- 19.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

- 19.10 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

20 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

21 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

22 Warranties and Undertakings

22.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;
- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

22.2 Any breach of any of the warranties and undertakings set out in this paragraph 22 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

23 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

24 Background and Reference Checks

24.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

24.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.



- 24.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.
- 24.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

25 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

26 Preservation of Common Law Rights

- 26.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.
- 26.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

27 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

28 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 28 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

29 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

30 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;



- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

31 **Definitions**

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

32 **Governing Law and Jurisdiction**

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,
UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Elvis Edwin Dsouza**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:

Date:



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:
 - keep information gained during your former employment confidential and secret; and/or
 - return property belonging to your former employer when you leave; and/or
 - not to solicit their staff &/or customers during a restrictive period; and/or
 - not to compete with your former employer during a restrictive period; and/or
 - not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.
6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.



UBS Business Solutions (India) Pvt. Ltd.

(CIN: U74999PN2015FTC157258)

9th & 10th Floor,
Tower-A, EON Part II, EON Free Zone II
Kharadi,
Pune 411014, Maharashtra, India

Tel: +91-20-67421500

www.ubs.com

5 March 2021

PRIVATE & CONFIDENTIAL

Mr. Sahil Krishna Gupta

Dear Sahil,

We are pleased to offer you employment with UBS Business Solutions (India) Private Limited (the "Firm") under the following terms and conditions.

1 Title and Reporting

- 1.1 Your functional title will be IT Software Engineer in our Technology Department and you will report to Mayank Dubey, Associate Director, Technology, or such other executive as may be nominated by the Firm from time to time.
- 1.2 The nature of the Firm's business demands that you are flexible with your approach to work to service the best interests of the Firm and our clients. Accordingly you agree to undertake such duties as the Firm may reasonably allocate to you and to accept any modification or removal of your assigned duties as the Firm may require, to take into account the changing needs of the Firm's business and operations and your role within it.
- 1.3 You shall, while undertaking your employment duties, devote the whole of your time and attention and abilities to the Firm and any other Group Company and shall use your best endeavours to promote and protect the general interests and welfare of the Firm and any other Group Company to which you may from time to time render your services.

2 Date of Commencement

- 2.1 Subject to paragraph 2.2 below, your employment with UBS Business Solutions (India) Private Limited will commence on a mutually agreed date (the "Date of Commencement") which is no later than 19 July 2021 and shall continue until terminated in accordance with this Agreement.
- 2.2 If
 - (a) you do not or are unable to report for work on the Date of Commencement with a reason satisfactory to the Firm; or



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- (b) a valid work permit or other permission or authorization (where required by law) has not been obtained or is not in effect on or before the Date of Commencement, or you are not entitled lawfully to reside and undertake employment with the Firm in India; or
- (c) if any of the Firm's background screening processes and/or reference checks required prior to your commencement of employment are not completed to the satisfaction of the Firm (as required and determined in the Firm's sole discretion),

the Firm shall have the right, but not the obligation, to extend or postpone the Date of Commencement.

If the Firm does not agree to extend or postpone the Date of Commencement, the Firm may by notice to you rescind this Agreement whereupon the Firm shall have no liability to you.

3 Place of Employment

Your principal place of employment shall be in the Firm's office in Pune, but you may be required to work temporarily or permanently at other locations in India from time to time. You may also be required to travel outside India from time to time in order to carry out your duties.

4 Probation

- 4.1 You will initially be on probation for a period of three months from the Date of Commencement, after which, your performance will be reviewed to determine if your performance meets the required standard for your role.

If your performance is found unsatisfactory, the probation period may be extended until your employment is expressly confirmed by the management of the Firm. This probation period would be computed excluding any leave that you may take, for any reason, during the three months immediately following the date of commencement of employment.

- 4.2 Your probation will end on the later of:
- (a) three months from the Date of Commencement, provided that the firm does not elect to extend the probation period ; or
 - (b) such time when you complete the compliance induction training required to be undertaken by all employees,

subject to further extension at the entire discretion of the Firm.

5 Compliance Induction

To provide you with a better understanding of the Firm's compliance policy, you will be required to attend a Compliance Induction Training Session shortly after the commencement of your employment. Please note that the Compliance Induction Training Session is a compulsory training for all employees. You must complete such training within three months of the Date of Commencement.

6 Total Employment Cost

- 6.1 Salary

Your annual Total Employment Cost (TEC) will be INR1,000,000/-. Your annual basic salary will be INR500,000/-, which will be paid in 12 instalments of INR41,667/- per month.

- 6.2 Employer Provident Fund Contribution

12% of your monthly basic salary will be paid to the Provident Fund each month.

- 6.3 Basket Allowance

The remaining balance of Total Employment Cost (TEC) of INR440,000/- per annum will form the Basket Allowance, which may include allowances related to housing rent, car running and maintenance, driver's



wages, and/or leave travel allowance, in accordance with applicable laws. You will be invited to indicate your preference as to the planned allocation of this Basket Allowance.

- 6.4 Whilst it is the current policy of the Firm that total employment cost is reviewed annually, any increment is at the sole and absolute discretion of the Firm and you acknowledge that any such review may not result in any increase to your TEC.
- 6.5 The costs set out in this clause 6 will be subject to any change in the applicable law, rules and regulations.

7 Shift Allowance

If during the course of your employment you are required to perform shift-work on APAC/ EMEA/ USA/ rotation shifts as determined by the Firm ("Shift Staff"), you will be entitled to receive Shift Allowance in accordance with the Firm's "Guidelines for UBS BSI Employees on Shift". Shift Staff shall be eligible for a monthly shift allowance per month in accordance with such "Guidelines for UBS BSI Employees on Shift", which shall be payable in arrears each month for a complete month of service or pro-rata for any part thereof (the "Shift Allowance"). In this regard, the Firm is entitled, at its own discretion, to adjust the shift types and hours and/or working hours for the purposes of addressing the business requirements of the Firm.

If you switch from a Shift Staff role to a non-shift role in the Firm, whether on a temporary or permanent basis or for any reason whatsoever (including without limitation, whether the switch is made at your request or if you were directed to do so by the Firm), your eligibility to receive a Shift Allowance will cease with immediate effect from the date the non-shift role commences. Where the non-shift role is temporary, your eligibility to receive a Shift Allowance will resume on the date on which the Shift Staff role resumes. For the avoidance of doubt, the Shift Allowance is not applicable to non-Shift Staff.

Any changes to your working hours or shift roles shall generally only take effect from the 1st of the month.

The Firm reserves the right to amend, modify or withdraw the "Guidelines for UBS BSI Employees on Shift" and/or to withdraw the Shift Allowance and/or to vary the amount of the Shift Allowance at its discretion from time to time and you will be given reasonable notice of any such changes.

8 Discretionary Performance Incentive

- 8.1 You may be eligible for consideration for a performance related incentive each year based on a variety of factors, including, without limitation, your individual performance and contribution (including financial and non financial objectives), that of your business area and business division, and the overall performance of the Firm during the calendar year ending 31 December, as well as any applicable regulations or law which may affect individual incentive awards.
- 8.2 Such incentive may consist of cash, equity and/or deferred instruments (which may include, without limitation, restricted shares, conditional future payments, or debt instruments), and may be granted subject to the rules of an applicable incentive award plan (as amended from time to time) and the jurisdictional foreign exchange regulations as may be applicable. Such incentive may also be subject to vesting and forfeiture conditions including but not limited to individual, team, divisional and/or UBS Group performance conditions as set out in the applicable plan rules. The composition of any such discretionary award remains at the sole and absolute discretion of the Firm.
- 8.3 Any such incentive is granted at the sole discretion of the Firm and accordingly you shall have no contractual entitlement whatsoever to such an incentive. You acknowledge that the amount of the incentive is at the sole discretion of the Firm (and that such amount may be nil), and that the grant of an incentive award in any year shall not give rise to any obligation to make subsequent incentive award(s) in any other year. Any performance incentive granted by the Firm shall not accrue in proportion to service or form part of your TEC for the purpose of calculating or determining any benefits or entitlements which you may receive in connection with your employment and/or its termination. For the avoidance of doubt, any performance incentive granted by the Firm will not be deemed to be wages for the purposes of calculating any severance payment.
- 8.4 This performance incentive is usually disbursed during the first quarter of the subsequent year. No payment of any incentive will be made if you are not in employment with the Firm at the date of payment or if either you or the Firm has given notice of termination on or before that date for any reason. If you are subject to any



external or internal investigation and/or disciplinary process at the time of the incentive payment date, UBS reserves the right in its absolute discretion to suspend determination, communication, payment and/or grant of any incentive award pending the outcome of the investigation and/or disciplinary process, and to adjust any incentive award amount (in full or in part, if any) already communicated to you in respect of the previous performance year.

9 Tax and other Payments

- 9.1 The Firm shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will be solely and personally liable for declaring and paying all taxes and imposts relating to your employment as required by law.
- 9.2 You will be required to make any necessary employee contributions to the Provident Fund which will be deducted from your monthly basic salary.

10 Relocation

In connection with your acceptance of this offer of employment and required relocation from Palghar to Pune, you will be provided with the following core benefits:

The Firm will provide a one-off payment of INR200,000/- to cover transportation, movement of house hold goods and one month temp accommodation that might be incurred in the process of transferring to your new location. The Firm will bear the tax costs associated with this payment. This payment will be made in the month of your successful relocation.

Please note that the benefits listed above are the benefits you are eligible for in connection with your relocation and no other reimbursements will be made to you in relation to any other expenses incurred by you.

If you do not commence employment, or your employment is terminated for any reason except redundancy, disability or death within 12 months from the Date of Commencement, the Firm will have the right to require you to repay the total of the above relocation costs (including any tax liability paid on your behalf) ('total relocation costs') and/or to deduct a sum up to or equal to amount of the total relocation costs from any sum owed by the Firm to you, and you hereby authorise the Firm to make any such deduction.

11 Benefits

You will be entitled to participate in all of the Firm's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Firm reserves the right to amend, discontinue or withdraw such benefit plans in its sole and absolute discretion. Please refer to the Firm's Employee Handbook for further details.

12 Termination

- 12.1 During your probation period, your employment may be terminated in writing at any time by the Firm or yourself by giving 7 days' notice of termination.
- 12.2 The Firm reserves the right to terminate your employment at any time without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement including termination for breach of warranties as set out at clause 22.2 of this Agreement, or the Firm's regulations, policies and procedures, (including but not limited to the Firm's Employee Handbook) or if you are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Firm or otherwise as permitted under applicable laws in India.
- 12.3 "Misconduct" will include without limitation:
- (a) fraud, misappropriation and/or or dishonesty in respect of the Firm's property or business;
 - (b) absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - (c) repeated failure to comply with the lawful directions of the Firm and/or its officers;
 - (d) going on or abetting a strike in contravention of any law;
 - (c) causing damage to the property of the Firm; and/or
 - (d) breach of confidentiality/secret provisions set out in this Agreement.



- 12.4 After the completion of your probationary period, except in the case of termination for cause under paragraph 12.2 which requires no notice or payment in lieu of notice, your employment may be terminated in writing at any time by the Firm or yourself by giving three months' notice of termination (in the case of Directors, Executive Directors and Managing Directors) or two months' notice of termination (in the case of Associate Directors and Authorized Officers) or one month's notice of termination (in all other cases).

You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied by law shall apply.

- 12.5 At any time, including during any period of notice provided for in this paragraph 12, the Firm may elect to make payment of wages in lieu of all or part of such notice. For the avoidance of doubt, only the Firm has the right to terminate this Agreement by making payment in lieu of notice and you can terminate this Agreement only by providing notice in writing in accordance with the terms of this Agreement and not by making payment in lieu of notice.
- 12.6 You may not offset the notice period by any vacation leave that has not been taken. However, the Firm may direct you to take annual leave at any time to the extent permitted by law.
- 12.7 Termination of your employment under this paragraph 12 would be without prejudice to:
- (a) the Firm's right to claim the actual damages it has suffered through the breach on your part of any of the responsibilities or obligations in this Agreement; and
 - (b) any other relief to which the Firm may be entitled under contract, law or equity.
- 12.8 The Firm's decision as to the termination of your services or employment shall be final and legally binding on you.
- 12.9 As and when required by the Firm (and in any event upon the cessation of your employment for whatever reason), you shall resign from all offices held by you with the Firm or any Group Company without any claims for compensation for loss of office.
- 12.10 Following the termination of your employment, you agree that you will be willing to assist the Firm or any other Group Company in respect of any dispute, internal or external investigation or enquiry or any actual or potential litigation (whether civil or criminal) with which the Firm or such Group Company may be involved and in respect of which you might reasonably be expected to have knowledge, including but not limited to assisting in preparing witness statements and attending at court to give evidence.
- 12.11 Following the termination of your employment, you shall not represent yourself or hold yourself out as being employed by the Firm or any Group Company. You shall take appropriate steps within seven (7) days of your Termination Date to ensure any social media accounts and external profiles which you may have are updated to accurately reflect the cessation of your employment with the Firm and/or any relevant Group Company.

13 Garden / Paid Leave

- 13.1 During the period of notice as provided for in paragraph 12 above or for any reason during your employment, the Firm may place you on any period of paid leave on full pay and contractual benefits (except that you are not entitled to performance incentives in respect of such period) and exclude you from the Firm's premises and/or remove your access to the Firm's systems. Notwithstanding any other provision in this Agreement, during such period of paid leave, the Firm shall be under no obligation to vest in or assign to you any duties or work or require you to appear at work. You will remain bound by all of the express and implied obligations arising out of your employment with the Firm, including the obligations of good faith.
- 13.2 You acknowledge that:
- (a) you provide special services to the Firm; and
 - (b) this paragraph 13 is, in the circumstances, reasonable and necessary to protect the Firm's legitimate business interests.

14 Outside Directorships and External Functions and Conflicts of Interest

- 14.1 During the continuance of your employment, you shall not, unless permitted by the Firm, hold any position in any Enterprise as:
- (a) a director, manager, officer, general partner, managing member, member of a committee with management or supervisory functions, trustee; or
 - (b) a member of a committee representing the interests of any third party or parties with a relationship with the Enterprise in question; or
 - (c) an advisor, or member of an advisory committee, if the advice given will or may influence the board or other senior management or supervisory body of the Enterprise in question,
- (each, an "External Function") which may give rise to
- (i) a conflict or perceived conflict with, or which are in any way inconsistent with, your duties or responsibilities to the Firm and to clients or which may give rise to a conflict or perceived conflict between the Firm and its clients; or
 - (ii) which would expose you or the Firm to unnecessary legal, liability or compliance risk to your personal detriment and/or to the detriment of the Firm; or
 - (iii) reputational risk to the Firm or any Group Company resulting from problems arising under such circumstances.
- 14.2 In this regard, you shall comply with the provisions of the UBS Group Policy on Outside Directorships and other External Functions, including any approval procedures prescribed thereunder. Any failure to comply with this policy may constitute gross misconduct which may result in summary dismissal.
- 14.3 In Paragraph 14.1, "Enterprise" includes all forms of companies, partnerships, trusts, trade and industry associations, professional bodies, charitable organizations, educational institutions and similar entities (whether the entity is of a trading, operating, investment holding or domiciliary nature and whether or not it is publicly or privately owned) but does not include governmental or other executive, legislative, judicial or public bodies and political parties.
- 14.4 You must avoid situations where your personal interests may conflict or appear to conflict with the interests of the Firm, any other Group Company and/or their respective clients. If you believe that a potential or actual conflict of interest may exist you must discuss with and receive approval from the Firm regarding this and any other question pertaining to ethical standards of the Firm.
- 14.5 You are not permitted to accept or continue employment or consultancy services outside the Firm whether or not for any form of remuneration, without prior written consent from the Firm.

15 Employment and Personal Information

- 15.1 From time to time throughout the course of your employment, the Firm and/or any other member of the UBS Group, including through its authorized agent, may collect and/or request from you the voluntary provision of data / information relating to you for the purposes of the Firm's administration and management of its employees and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, manpower planning, provision of compensation, benefits, and payroll, performance appraisals, personnel appointment announcements inside and outside UBS Group worldwide, proposed reorganization involving the UBS Group or a transfer of assets of a Group Company or part of a Group Company, compensation and benefits or other personnel related surveys, government statistics or returns or any form of governmental data request for any reason, insurance requirements, background and/or reference checks by the UBS Group or any other person, avoidance of existing or potential conflict of interests, monitoring for compliance with internal policies and procedures, requirements of regulatory or governmental authorities located inside or outside India and review of employment decisions by the UBS Group.
- 15.2 You are aware that if you choose not to provide the aforesaid data / information to the Firm, or its authorized agent, you may be denied benefits, promotions, transfers and / or employment or continued employment as a result of your decision.



- 15.3 You further agree, consent to and authorize the Firm and/or any other member of the UBS Group to collect, hold, use, process, disclose or transfer, in or outside of India, any data / information relating to you to any member of the UBS Group, any internal or external consultants, professional or other advisers of the UBS Group, any compensation, benefits or other third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where the Firm is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with your express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes.
- 15.4 In respect of any data / information you provide to the Firm which relates to your partner, dependents or any individuals other than yourself, you agree that the data subject has been notified of the purposes for which the Firm will use their data / information, and you confirm that you are authorized by the data subject to provide such data / information to the Firm for the purposes mentioned in clause 15.1.
- 15.5 You are further aware that you have the right to request access to certain data / information relating to you held by the Firm, as well as the right to request correction of such data / information, subject to applicable laws as amended from time to time. To exercise these rights, you may contact the Human Resources Department, and you are aware that the Firm has the right to charge you a reasonable fee for the cost of related administration in connection with any data access request.

16 Non-Solicitation

- 16.1 You shall not during your employment or at any time during the six month period after the date on which notice of termination of your employment is given, either on your own account or in conjunction with or on behalf of any other person, firm, company, trust, organization or other entity, solicit, interfere with or endeavour to entice away from the Firm:
- (a) any person, firm, company, trust, organization or other entity for whom or which the Firm either performed or actively solicited work or business during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of the cessation of your employment with the Firm and with whom or which you have had business dealings during such period; or
 - (b) any person who is employed at the rank of Associate Director or above by the Firm, or who is otherwise employed as a Client Advisor Assistant and with whom you have had direct contact and business dealings during your employment with the Firm, or, where this provision would apply after your employment ceases, during the period of 12 months immediately prior to the date of cessation of your employment.
- 16.2 Both you and the Firm agree that the prohibitions and restrictions contained in this paragraph 16 are:
- (a) reasonable in terms of the period, territorial limitation and subject matters; and
 - (b) necessary and not more than that which is reasonably required for the protection of the Firm's business and of any confidential information you may have learned or possessed during the term of your employment.
- but if any such prohibition or restriction shall be found to be void or voidable, but would be valid and enforceable if some part(s) thereof was deleted, such prohibition or restriction shall apply with such modification as may be necessary to make it valid and enforceable.
- 16.3 Each of the restrictions in paragraphs 16.1(a) and 16.1(b) shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.
- 16.4 Without prejudice to paragraph 16.2, if any prohibition or restriction is found by any court or other competent authority to be void or unenforceable, you and the Firm agree to negotiate in good faith to replace such void or unenforceable prohibition or restriction with a valid prohibition or restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.



- 16.5 You agree that, in the event of your receiving from any person an offer of employment (whether oral or in writing and whether accepted or not) either during the continuance of this Agreement or during the continuance in force of all or any of the prohibitions and restrictions set out in paragraphs 16.1(a) and 16.1(b), without prejudice to your obligations in relation to confidentiality, you will provide to the person making the offer details of the substance of the post-termination restrictions in this Agreement.
- 16.6 You agree to indemnify the Firm for any damages incurred or suffered as a result of your breach of any undertaking set out in this paragraph 16 to the extent permitted by law.
- 16.7 In this paragraph 16, "Firm" shall include each and every member of the UBS Group.

17 Clearance and Registration by Relevant Authorities

- 17.1 You authorise the Firm to use or disclose information contained in the Firm's records, all information provided in your application form, any other information related to your present or past employment, gathered prior to and/or during the course of your employment with the Firm, to the relevant regulatory authorities for the purpose of obtaining any clearance and registration (including any renewal thereof) as may be required for the performance of your duties.
- 17.2 You agree to take such examinations and attend continuous professional training, as required by the relevant regulatory authorities, to demonstrate/maintain professional competence at all times.
- 17.3 You agree to conduct yourself in a manner consistent with the highest professional standards and to remain "fit and proper" for the purposes of the relevant regulatory authorities.
- 17.4 The Firm is entitled to terminate your employment if you fail to obtain and maintain any such requisite clearance and registration or satisfy the relevant competence and fit and proper criteria.

18 Confidentiality

- 18.1 The operations of the Firm involve all employees having knowledge of or access to information (which may include commercially sensitive information) important to and relating to the business of the Firm or any other Group Company or any clients, employees, consultants, or officers thereof or their affairs, which includes but is not limited to information regarding the Firm's business affairs, operations, products, processes, methodologies, plans, intentions, projections, know-how, Intellectual Property Rights, trade secrets, drawings, inventions, discoveries, designs, techniques, improvements, market opportunities, suppliers and vendors, clients, marketing activities, records, finances and personnel, any documents marked "confidential" (or a similar expression), any information which employees have been told is of a confidential nature or which might reasonably be expected by the Firm or any other Group Company to be regarded as confidential, or any information which has been given to the Firm or any other Group Company in confidence (the "Confidential Information").

All information which is made available, obtained or created by you during your duties that is not already obviously public knowledge or publicly available information (through no breach of any obligation of confidentiality by you or any third party) is Confidential Information.

It is the responsibility and obligation of all employees to ensure and preserve the confidentiality and non-disclosure of the Confidential Information and maintain the highest professional standards to ensure that all Confidential Information is kept confidential and secret and is properly and professionally handled to protect the Firm's commercial interests and to ensure compliance with regulatory and legal requirements. Failure to follow these principles will jeopardize the Firm's reputation and business.

- 18.2 In addition to and without altering any legal obligation (that you already have or to which you become subject) to keep the Confidential Information confidential, you agree not to use, retain, remove, destroy, transmit, disclose or communicate any Confidential Information to any third party outside of the Firm (except for the purpose of properly performing your duties for the Firm or unless required to do so by law or any regulatory or investigative authority or unless authorized to do so by your line manager or senior officer) either during the course of your employment or after it has ended, whether deliberately or otherwise. Furthermore, you shall not use any Confidential Information known to you or reconstruct or reproduce any Confidential Information.



- 18.3 You may not, for any purpose whatsoever, use any Confidential Information in any way other than for performance of your duties to the Firm. Confidential Information must not be used to trade on your own account or for trading by other persons such as family and friends and you shall at all times comply with the requirements of the UBS Group's Policy on Personal Account Dealing.
- 18.4 On or before the cessation of your employment with the Firm or as and when required by the Firm, you must return or surrender to the Firm all Confidential Information (including any copies thereof) without retaining it in any form, as well as any and all documents, data, manuals and other material (whether in hard or electronic form) either prepared, received or accessed by you during your employment at the Firm comprising or containing all or any part of the Confidential Information, together with any security keys and other items which are the Firm's property and in your possession or under your control.
- 18.5 Any breach of the responsibilities and obligation set out in this paragraph 18 may constitute gross misconduct and may result in summary dismissal.
- 18.6 You agree that the terms of this Agreement are strictly private and confidential and you shall not disclose the existence of this Agreement, or the contents herein to anyone, except your immediate family, accountants and legal advisors, and only upon their agreement not to disclose to another person or entity, any information relating to the existence and/or contents of this Agreement, except to the extent required by legal process.
- 18.7 In this paragraph 18, "Firm" shall include each and every member of the UBS Group.

19 Intellectual Property

- 19.1 All Intellectual Property Rights are, upon creation, the property of the Firm unless such rights cannot be owned by the Firm under applicable laws..
- 19.2 You shall promptly disclose and deliver to the Firm upon creation full details of all designs, inventions, works of authorship and other works in which Intellectual Property Rights subsist, conceived or created by you in the context of the Firm's business or related activities, or within the scope of employment, or by using the Firm's time, materials, facilities, or information (the "Works"). All such Works, whether or not protectable under the Copyright Act, 1957, or any other statute for the time being in force, will be considered a "work made in the course of the author's employment" under Section 17 of the Copyright Act, 1957 or other statutes in force. Ownership of any and all Intellectual Property Rights in any and all such Works will belong to the Firm. In the event any portion of the Works is deemed not to be a "work made in the course of the author's employment" for any reason, you hereby assign, convey, transfer and grant, and agree to assign, convey, transfer, and grant to the Firm all of your rights, title, and interest in and to the Works and any Intellectual Property Rights therein, and agree to cooperate with the Firm in the execution of appropriate instruments assigning and evidencing such ownership rights hereunder, which obligation shall survive termination of your employment with the Firm.
- 19.3 You hereby assign to the Firm (to the extent not already vested in the Firm by operation of law) and on an exclusive and irrevocable basis all present and future Intellectual Property Rights (including in or relating to the Works) for their full terms around the world. You shall cooperate with the Firm with respect to the procurement and enforcement of such Intellectual Property Rights and Works. You confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Agreement.
- 19.4 Insofar as you are able, you waive and agree not to assert and/or exercise any moral rights you may have in the Works and voluntarily and unconditionally consent to all or any acts or omissions by the Firm or persons authorized by the Firm, which would otherwise infringe your moral rights in the Works.
- 19.5 You hereby:
- (a) agree to give and supply, at the request and expense of the Firm, all such information and assistance that the Firm may deem appropriate to enable the Firm to use the Works to its best advantage and to register the Firm or its nominee as owner and beneficiary of the Works; and
 - (b) agree to cooperate fully with the Firm, at the request and expense of the Firm, to do all acts and to execute all documents in such manner and at such location as may be required by the Firm to effect, perfect, record or register the assignment of, or to protect or enforce all or any of the rights, title or interest assigned or granted or proposed to be assigned or granted to the Firm under this Agreement in



any jurisdiction. You also agree that, if you fail to perform any act or execute any document aforesaid following 14 days' notice from the Firm, the Firm shall have the right to do so in your place and stead as your lawfully appointed attorney and you hereby confirm, and ratify and agree to be bound by any and all actions of the Firm pursuant to this paragraph and such authority and appointment shall take effect as an irrevocable appointment.

- 19.6 You may not use any Intellectual Property Rights or Works in any way other than for the purposes of performing your duties in the interests of the Firm unless you obtain proper written permission from the Firm to do otherwise.
- 19.7 You agree not to do any act or omit to do any act during your employment with the Firm or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Firm or its nominee. In particular, you shall not disclose the subject matter of any inventions which may be patentable in such a way that could jeopardize the interests of the Firm in such inventions or that could impair the right of the Firm to apply for a patent for such inventions. You agree that any Intellectual Property Right that was made, conceived or suggested by you, either solely or jointly with others, within one (1) year following termination of your employment with the Firm and that pertains to any Confidential Information or business activity of the Firm will be presumed to have been made, conceived or suggested in the course of your employment and with the use of the time, materials or facilities of the Firm.
- 19.8 You agree and undertake that all Intellectual Property Rights and Works created by you shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights) or put the Firm or any Group Company into disrepute, and shall be original.
- 19.9 As used herein,

"Firm" shall include each and every member of the UBS Group where the context so requires; and

"Intellectual Property Rights" means any and all intellectual property and industrial property and/or proprietary rights which are created by you or with your assistance in connection with your employment with the Firm (whether or not made, devised or discovered during working hours or using the Firm's premises or resources) including but not limited to patents and rights in inventions (whether patentable or not and whether patent protection has been applied for or granted), all improvements thereto, developments, and discoveries; trademarks or service marks, trade dress, logos, trade and business/corporate names, and all associated goodwill symbolized by any of the foregoing, protection from trademark dilution, and rights to sue for passing off or unfair competition; copyrightable works, copyrights, moral rights, and related rights; designs (whether or not registrable and whether or not design rights subsist in them); copyright in computer software (including all data and source code and related documentation), rights in databases; rights in information, including know-how, technical information, trade secrets, proprietary information, and Confidential Information; websites; work products; other proprietary rights including Internet domain names, logos, art work, slogans, processes, utility models; and all other similar or equivalent rights subsisting now or in the future, in each case whether registered or unregistered, legal or beneficial, including all applications for, and renewals or extensions of such rights for their full term.

- 19.10 Any breach of the responsibilities and obligation set out in this paragraph 19 may constitute gross misconduct and may result in summary dismissal.

20 Obligations owed to previous employers

During your employment with the Firm, you must not use proprietary material, trade secrets or other highly confidential information or property obtained by you as a result of any prior employment without written authorization from the relevant organization.

You also acknowledge and agree to fully comply with the contents of the annexed "Note on New Joiners' Obligations to Former Employers".

21 Policies and Procedures

You shall faithfully perform the duties assigned to you by the Firm and shall fully comply with all of the Firm's regulations, policies and procedures (including, but not limited to, the Firm's Employee Handbook) as



implemented and/or amended in the Firm's sole discretion from time to time. However, all such regulations, policies and procedures do not and shall not form part of the terms and conditions of your employment contract with the Firm.

22 Warranties and Undertakings

22.1 You represent and warrant that:

- (a) you have no previous criminal convictions and are not the subject of any investigation which may lead to a criminal conviction in India or elsewhere and no consent is required from any jurisdictional regulator including the Securities Exchange Board of India or Reserve Bank of India or any other regulator for your employment with the Firm;
- (b) you have not been reprimanded or otherwise disciplined nor are currently being investigated by any regulatory or professional body in India and elsewhere including, but not limited to, Securities Exchange Board of India;
- (c) you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement;
- (d) all information provided by you, including but not limited to your personal data and any other information provided in the course of your application for and during your employment are true and correct in all respects and not misleading;
- (e) entering into this Agreement and performance of your duties as an employee of the Firm will not result in any breach or violation of, or constitute a default under, any term of any agreement or court order by which you are bound, including any obligation owed to a current or former employer;
- (f) all necessary approvals or consents or any other actions that are required by law or regulations to be obtained or undertaken for the purposes of the execution of this Agreement and the performance of your duties hereunder have been obtained and/or undertaken.

22.2 Any breach of any of the warranties and undertakings set out in this paragraph 22 may give rise to grounds for instant dismissal and/or cancellations/annulments of this Agreement to the extent permitted under applicable laws.

23 Non-Disparagement

You agree that during the course of your employment and after its cessation (for whatever reason) you will not make, publish or issue (or authorise or permit the making, publication or issuing of) any disparaging or derogatory statement whether oral or written concerning the Firm or any other Group Company or any of its or their current or former employees, agents, directors or officers, or act in any manner which would or might bring the Firm or any other Group Company into disrepute.

24 Background and Reference Checks

24.1 The offer of employment contained in this Agreement is subject to verification of the details provided by you in your curriculum vitae, employment application form, personal data form and any other information provided by you in the course of your application for employment.

24.2 This offer is also subject to the completion of the Firm's background screening process to the satisfaction of the Firm (as determined in the Firm's sole discretion). This includes the Firm obtaining satisfactory references (as determined by the Firm) in its sole and absolute discretion. You will receive separately an "Information Release Form" and must complete such form in connection with the relevant background checking. If you do not complete the form with mandatory details provided and return this in a timely manner at the Firm's reasonable request, this will be sufficient cause to justify the immediate withdrawal of this offer of employment or, if you have already become an employee, the immediate termination of your employment without any prior notice.

24.3 Any false information provided by you may result in immediate withdrawal of this offer or termination of employment (as the case may be) with no further compensation to you.

24.4 This offer is also subject to your being entitled (and continuing to be entitled) to lawfully reside and work in India. If an employment pass/visa is required, the Firm will assist you to apply for this (and bear the cost). If this



is not required, please provide us with documentary evidence of this. If your application for an employment pass/visa is rejected or your employment pass/visa is revoked at any point in time, the Firm shall be under no obligation to offer you an alternative position within or outside India and shall be entitled to withdraw this offer or terminate this Agreement (as the case may be) without any prior notice.

25 Equal Opportunities

The Firm is an equal opportunities employer and you are required to refrain from any discrimination, harassment, vilification or victimization which is prohibited by local law. You are required to comply with the Code of Business Conduct and Ethics and the UBS Principles and Behaviours, as amended by the Firm from time to time.

26 Preservation of Common Law Rights

- 26.1 All of the rights, duties and obligations between the Firm and you as set forth in this Agreement are in addition to those provided by applicable law and none of the remedies specifically provided for in this Agreement will preclude either you or the Firm from pursuing additional remedies available to either of the parties.
- 26.2 If you violate the terms of the paragraphs regarding Non-Solicitation, Confidentiality, Intellectual Property, Non-Disparagement and/or Policies and Procedures of this Agreement, you may, in addition to damages, be subject to court enforcement of the specific terms and conditions set out in these provisions. The Firm and you mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but that damages would be of a continuing nature and that the Firm would suffer irreparable harm and injury by reason of such violations. Consequently, you consent to court enforcement of the specific terms and conditions of these provisions.

27 Variation

The Firm reserves the right to vary any of the terms and conditions of your employment at any time to the extent permitted by applicable law in its reasonable discretion.

28 Right to Withhold or Set-off

You acknowledge and agree that the Firm shall, to the extent permitted by applicable law, be entitled from time to time to withhold or set-off from any sum payable by the Firm to you (including, for the avoidance of doubt and without limitation, remuneration) a sum equivalent to or less than any amount owed by you to the Firm or any other Group Company, and to apply such amount in full or partial settlement of such amount payable by you to the Firm or such Group Company (as the case may be). The rights under this paragraph 28 shall be without prejudice to any other rights of recovery which the Firm or Group Company may have in law or in equity.

29 Severability

If any term or provision in this Agreement shall be held to be unenforceable, in whole or in part, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

30 Entire Agreement

You acknowledge and agree that in relation to the subject matter of this Agreement:

- (a) this Agreement constitutes the entire agreement and understanding between you and the Firm and supersedes any previous agreement, representation, understanding or statement;
- (b) in entering into this Agreement you have not relied upon any representation, warranty or undertaking by any Group Company (other than as set out in this Agreement); and
- (c) the only remedy available to you for breach of this Agreement shall be for breach of contract under the terms of this Agreement.



31 **Definitions**

In this Agreement save where the context requires otherwise,

"UBS Group" means UBS Group AG and its subsidiaries and any branches, business divisions and affiliates thereof wherever incorporated or carrying on business, including the Firm, and "Group Company" means any company within the UBS Group.

32 **Governing Law and Jurisdiction**

Your terms and conditions of employment are exclusively based on and subject to the laws of India. Any legal disputes arising from your terms and conditions of employment will be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts and tribunals of India in Pune.

Kindly signify your acceptance of our offer of employment on the terms set out in this Agreement by signing below and returning to us a copy of this Agreement no later than seven days from the date of this Agreement, failing which this offer of employment will lapse and be of no effect.

We wish you a successful career with the Firm.

Yours sincerely,

UBS Business Solutions (India) Private Limited

Jyothi Menon
Executive Director
Human Resources

Huey Lian Goh
Executive Director
Human Resources

I, **Sahil Krishna Gupta**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:.....

Date:



Note on New Joiners' Obligations to Former Employers

1. In your employment contract with your former employers (including any terms you may have agreed to on termination of your employment), you may have contracted or been obliged to:

- keep information gained during your former employment confidential and secret; and/or
- return property belonging to your former employer when you leave; and/or
- not to solicit their staff &/or customers during a restrictive period; and/or
- not to compete with your former employer during a restrictive period; and/or
- not to disparage your former employer.

Such confidential information or property may include any document or materials (whether in hard or electronic form) developed or created by you or with your assistance during your former employment.

Where you are subject to a non-solicitation or non-compete clause, you must abide by these, and make sure that your line manager and Human Resources are aware of the relevant restrictions prior to commencing employment.

If you have a non-solicitation clause concerning your former employer's staff/employees, you should not, until the non-solicitation clause has expired, refer any former colleagues to UBS and nor will such former colleagues be eligible for referral through UBS's iHire programme.

2. Even if your employment contract with your former employer is silent on your duties of confidentiality, general law is likely to impose duties of confidentiality and fidelity on you not to use or disclose your former employers' confidential information, proprietary materials or trade secrets to any third party, including your new employer.
3. It is important to note that your obligations of confidentiality and fidelity towards your former employer can continue even after you leave their employment.
4. UBS respects your duties and obligations at law. We do not permit, tolerate or condone:
 - the direct or indirect use of confidential information, proprietary materials or trade secrets belonging to your former employer(s) in the course of your employment with UBS in whatever manner;
 - the storage or distribution of such confidential information, proprietary materials or trade secrets within UBS or our premises, systems and networks; and/or
 - any breach of contractual duties (such as non-solicitation of staff of former employer or non-compete clauses) or applicable laws and regulations by our staff.
5. A breach of your duties and obligations renders you liable at law to your former employer(s) and/or third parties and may jeopardize your employment at UBS. Furthermore, such breach could subject UBS to potential legal liability, regulatory censures or penalties, and serious reputational damage.
6. **Examples of what you CAN and CANNOT bring with you**

YES, you may use in the course of employment with UBS:

- Information from your previous employers that is freely available in the public domain
- skills, experience, general know-how or commercial knowledge acquired from your previous employment

NO, you cannot use in your course of employment with UBS (unless express permission from your former employer(s) has been obtained):

- Proprietary documents or materials belonging to your former employer(s); and/or
- confidential information or trade secrets belonging to or claimed by your former employer(s).

Please take note that the above serves merely to illustrate and is not exhaustive. Your exact duties and obligations owed to your former employer(s) depend on your former role and responsibilities, the construction of your



employment contract and on the general laws of the jurisdiction in which you were employed. If you are in any doubt whatsoever, please consult with your own legal advisor.

OFFER LETTER

Date: 06/10/2021

Ms. Sheryl Serrao
[[Bangalore]]

Dear Sheryl ,

We are pleased to offer you here with employment with Open-Silicon Research Private Limited in the position of Engineer - VLSI. Your position would be based in our center and is transferable in future to other Open-Silicon Bangalore locations, based on the Company's discretion. Your detailed duties and responsibilities will be discussed with you on your date of joining.

Your Gross annual salary is fixed at INR 800,000.00 per annum (Eight Lakh) as per the details attached in Annexure A to this letter. Your salary will be paid to you monthly in arrears and shall be paid net of applicable withholding taxes. The tax to be deducted at source, as applicable under the income Tax Act (as amended from time to time).

Your salary is confidential information and should not be revealed to other employees of the company or its affiliated companies. You're revealing your salary to other employees of the company or its affiliated companies can be reason for action, including termination of employment without notice period compensation.

Subject to approval by the Company's Board of Directors, you will be granted an incentive stock option to purchase 2,500.00 shares of the SiFive's common stock pursuant to the standard provisions of the SiFive Equity Incentive Plan"

You will also be entitled to Performance bonus Plan which would include 10.00 % of the total Gross Salary contingent upon meeting Company objectives. The details will be discussed at the time of joining.

All terms and conditions of your employment, including the code of conduct will be in accordance with the Non-Disclosure Agreement, Terms & Conditions and Company's policies.

We would appreciate you indicating acceptance of this offer by signing this letter. We are certain that you will find a career with the Company to be both challenging and rewarding. We look forward to you becoming a member of our team. In case you have any questions, please feel free to get in touch with us.

Please note that this offer is valid for a period of two (2) calendar days from the date of this offer letter. The appointment shall lapse automatically unless you confirm your acceptance of it, by signing the duplicate in the appropriate place and returning to us.

Non-Disclosure Agreement and Terms & Conditions of employment to be signed on the date of joining.

You are required to provide the following documents to Open-Silicon before your joining date:

- Relieving letter from your previous employer
- Certificates evidencing your educational qualifications & professional experience
- Photo identity proof
- PAN card & UAN details

For Open-Silicon Research Private Limited

Synthia Kini

Synthia Kini
Director -Human Resources

**Annexure- A
Salary Structure**

	Per Month (INR)	Per Annum (INR)
Basic Salary	25,253.00	303,030.00
House Rent Allowance	10,101.00	121,212.00
Leave travel allowance	5,000.00	60,000.00
Telephone reimbursement	1,000.00	12,000.00
Meal coupon	2,200.00	26,400.00
Fuel Reimbursement & Driver Salary	3,300.00	39,600.00
Other Allowances	19,813.00	237,758.00
Gross Salary	66,667.00	800,000.00
Retrials		
Employer contribution towards PF	3,030.00	36,364.00
Gratuity	1,215.00	14,576.00
Annual Performance Bonus (10.00 % of Gross Salary)		80,000.00
Other Benefits		
Internet Reimbursement	1,100.00	13,200.00
Annual Health Check-up and Medical Insurance		31,400.00
Total Compensation		975,539.00

*Gratuity is payable as per the Gratuity Act.

*The insurance amount is an indicative amount based on the premium paid by the company on behalf of the employee.

Please note that actual amount of items under allowances and Reimbursements will be determined based on the basic salary, IT rules, company policies and actual expenses incurred by the employee.

You will be on probation for 6 months from the date of your appointment. If in the opinion of the company, you are found suitable in the appointed post you will be confirmed.

Acceptance

I hereby accept the terms and conditions of employment offered. A copy of my resignation letter from my current employer is attached for your records or shall be provided to the company on or before 07/16/2021 . I will be joining on 07/21/2021

(Signature)

Date_____



3rd June 2021

Mr. Dylan Dsouza

Email id: dsouzadylan2000@gmail.com | Phone no: +919930920 226

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Dylan Dsouza,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

- i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

- i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

- i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
- ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
- iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi ,your performance will be subject to continuous evaluation
- a. **Compensation:**
 - i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A small, faint signature of Vivek Khemani in blue ink.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature of Dylan Dsouza in black ink, written in a cursive style.

Agreed and Accepted
(Dylan Dsouza)

July 15, 2021

Mr. Preet Jain

Email id: preetjain99@gmail.com

Dear Mr.Preet Jain,

We are pleased to offer you the position of an **Intern-Business Analyst Sales Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") for a period of four months effective **July 15, 2021** or at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 15, 2021.

Your Internship fees during your tenure in the Company will be **Rs. 23,000/- (Twenty Thousand Rupees only) per month**. A detail of your internship fees is in Annexure 1 of this letter.

Your appointment will be governed by the following terms and conditions:

1. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
2. Your initial work place will be **Mumbai/Bangalore**. You will be liable to transfer in such capacity as the Company from time to time determine to any other location, department, establishment or client of the Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
3. You will be required to work 8 hours a day, including lunch/dinner and tea breaks. All Saturdays and Sundays in a month will be off. Weekly offs will be governed by the roster and as applicable and as per Company policies and regulations from time to time.
4. You will not be entitled to any leaves during the tenure of your Internship.
5. You may be required to undertake intercity travel on Company work and you will be reimbursed travel Expenses for this as per Company rules.
6. It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
7. During your Internship with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business.
8. This contract of Internships is terminable by either party giving one (1) months' notice period for no cause. During the period of your Internship, however, the Company may terminate the contract by giving one week's notice period.
9. The Company can forthwith terminate your Internship without notice or any payment in lieu thereof on grounds of:
 - a. any information furnished by you in your application for Internship or during the selection process is found at any time during your Internship to be incorrect, misleading or false, and/or
 - b. If you have suppressed material information regarding your qualifications and experience,
 - c. Breach of Company policy/ies or misconduct by you either with fellow employees/ Interns/clients/customers, etc.
 - d. Your performance is found to be unsatisfactory
10. You confirm that there is no litigation/conviction/case/suit against you before any court of law or any regulatory or statutory authority which involves any criminal offence or offence involving moral turpitude or any civil matter or domestic matter.
11. You will be required to maintain high standards of personal conduct and integrity and keep yourself informed and compliant about Company policies.
12. In case you absent yourself for a continuous period of 8 days without information and or prior approval of your supervisor, the Company can forthwith terminate your Internship without notice or any liability towards any payments or dues owing or owed to you. The Company also reserves to take any action it deems fit due to such absence by you, including informing your employer, if any, or addressing the issue publicly through any medium.

13. During the term of your Internship and for a period of 2 (two) years after your Internship, you shall not, either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other employee, Intern, customer, service provider, etc., away from the Company or engage in any activity which is competitive to the business of the Company.
14. During your association with the Company information in various forms will be shared with you, some of this information will be of a classified nature. You will be expected to protect any such information. You shall not during your said Internship or at any time thereafter divulge or disclose to any person whomsoever or make any use whatsoever for your own purpose or for any purpose other than that of the Company any information or material pertaining to the Company either directly or indirectly. All inventions, improvements and discoveries made by you (either alone or jointly with another person(s)) during your association with the Company will become the property of the Company. As a condition of your Internship, you will be required to sign the Company's standard form of Confidentiality, Non-Disclosure and Intellectual Property Assignment Agreement attached as **Exhibit I** to this Agreement at the time of your joining. The Company retains sole ownership of any and all the intellectual property rights relating to copyrights or any other rights created pursuant to your Internship with the Company and concerning work undertaken while in the Internship of the Company.
15. As discussed with you, we understand that you have a few disclosures to be made to the Company in line with the Company's policies. The true, accurate and complete list of disclosures is as specified in **Exhibit I** to this Agreement. You expressly confirm and agree that with respect to the disclosure made by you in **Exhibit I**, the subject matter of disclosure will not in any manner hinder, hamper, adversely affect or cause any kind of nuisance or disturbance to the Company, its employees and its Interns. Neither will such subject matter of disclosure adversely impact or affect your performance as an Intern of the Company. In this regard, you expressly agree, acknowledge and undertake to indemnify the Company, its officers, employees, Interns and Directors against any and all

suits, claims, orders, proceedings, etc., which may be brought against them or due to which they face any kind of consequence/s either directly or indirectly.

16. You are allowed to use your personal electronic devices for work purposes when authorized in writing, he/she is expected to exercise the same discretion with regards to Quantiphi Analytics Solutions Pvt Ltd policies pertaining to harassment, discrimination, retaliation, trade secrets, confidential information and ethics.

You must delete all Company database during the time of exit. The device will also be checked by the IT team as a security measure.

17. At the time of completion of your Internship you will immediately hand over to the Company all correspondence, documentation, data, software, materials, business cards, pen drives, mobile phones, laptops, ipads etc. belonging to the Company, its clients or relating to its business and shall not make or retain any copies of these items.
18. Your medical benefits and assistance, leave and holidays, hours of work, the other various Intern benefits you are entitled to, etc., shall be in accordance with relevant policies formulated by the Company and contained in the Manual of Policies, a copy of which will be furnished to you at the time of your joining the Company.
19. During your association with the Company, you are expected to respect and adhere the Company values and beliefs and protocol. It is important for us that every person who works with the Company understands what we value in our work, our people, and our interactions with the outside world. The expected behaviour, conduct with colleagues and fellow employees or Interns and customers, vendors, etc., are more fully detailed in the policies
20. This agreement cannot be assigned to any third party by the Intern.
21. This Agreement will be governed by the laws of India. All disputes arising pursuant to this Agreement will be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Mumbai and shall be conducted in English language. The Parties submit themselves to the exclusive jurisdiction of the Courts of Mumbai.

Terms of this offer letter shall be kept strictly confidential.

Welcome to Quantiphi. We take this opportunity to wish you all the very best and look forward to your contribution in making Quantiphi a great organization.

Yours sincerely,
For Quantiphi Analytics Solutions Private Limited,

Mohini Palchowdhury
HR Head

Name:
Date:
Signature:

Please indicate your acceptance of the terms by signing and returning the duplicate copy.

**Quantiphi Analytics Solutions
Private Limited**

504, Quantum Towers Ram Baug,
Behind State Bank of India, Off S.V Road,
Malad (West), Mumbai 400064.

CIN NO U74999MH2013PTC246212
PHONE +91 22 2844 3203
EMAIL support@quantiphi.com
WEB SITE http://www.quantiphi.com

Annexure 1

Structure of Internship Fees

Remuneration per Month	Fixed Stipend	23,000
	Total	<u>23,000</u>

This is to certify that I have read this Offer Letter, the *Employee Confidentiality Agreement*, *Intellectual Property Assignment Agreement* and all the other policies and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Signature: _____

Name: _____

Documents to be submitted on joining:

- a) Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and post-graduation).
- b) Proof of date of birth.
- c) Proof of current address
- d) PAN Card
- e) Copy of latest valid passport
- f) Latest Passport size photograph
- g) Banking details (bank name, branch name, account no., IFSC code of the branch)

Exhibit I

**CONFIDENTIAL INFORMATION AND INVENTION
ASSIGNMENT AGREEMENT**

THIS CONFIDENTIAL INFORMATION AND INVENTION

ASSIGNMENT AGREEMENT (the “**Agreement**”) is entered on this July 11, 2021 between **Quantiphi Analytics Solutions Private Limited** (the “**Company**”), and **Mr. Preet Jain** (“**Intern**”). In consideration of the commencement of Intern’s Internship and the compensation paid to Intern, Intern hereby acknowledges and agrees with the Company as follows

1 EFFECTIVENESS.

This Agreement shall become effective on the earlier of (i) the date of commencement of Intern’s Internship with the Company, or (ii) the date and time at which any Confidential and Proprietary Information (as defined in Section 2 below) was or is first disclosed to Intern.

2 CONFIDENTIAL INFORMATION.

In the context of this Agreement, the term “Confidential Information” means the Confidential Information of the Company including its affiliates as set forth below (collectively the “**Company**”):

(a) Company Intern Information which includes but is not limited to:

- (i)** tax records, financial information, such as the Company’s earnings, assets, debts, prices, pricing structure, estimates, volumes of customers,
- (ii)** Intern/personnel database, any information or data pertaining to or in relation with the past and current Intern of the Company;
- (iii)** transaction details such as names or address, terms of services, contracts of particular transactions, or related information about potential customers; marketing information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- (iv)** customer information, such as any compilation of past, existing or prospective customers, customers’ proposals or agreements between customers and status of customers’ accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
- (v)** all data and information collected from the worldwide web or through any other

medium to further the business of the Company.

(b) Company Intellectual Property which includes but is not limited to:

- (i)** all Indian or International and foreign patents and applications to copyrights, copyrights registrations and applications therefore, and all other rights corresponding thereto throughout the world
- (ii)** all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, data, information and customer lists, and all documentation relating to any of the foregoing;
- (iii)** all Intern domain names, universal resource locators;
- (iv)** all Software, whether owned or licensed by the Company; all industrial property and industrial designs and any registrations and applications therefore throughout the world;
- (v)** all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world;
- (vi)** all databases and data collections and all rights therein throughout the world;
- (vii)** all moral rights of authors and inventors, however denominated, throughout the world.

(c) Company Business Information which includes but is not limited to:

- (i)** business plans, mechanisms, business related functions, activities, business systems, processes and services;
- (ii)** trade secrets, business strategies, marketing strategies, methods of operation and market information;
- (iii)** other valuable information, confidential information and trade related information relating to the business and activities of the Company and useful or necessary for the success of the Company’s business and activities

3 PROTECTION OF CONFIDENTIAL INFORMATION.

- (a) Company Information.** Intern agrees that at all times during or subsequent to his/her Internship, he/she will hold in trust, keep confidential and not disclose to any third party or make any use of the Confidential Information except for the benefit of the Company. Intern further agrees not to cause the transmission, removal or transport of Confidential Information from the Company’s places or business or such other place of

business specified by the Company, without prior written approval of the Company.

- (b) **Usage of Confidential Information:** Any receipt of the Confidential Information shall be solely for the purpose for which the Intern is employed in the Company. Without limiting the generality of the foregoing, the Intern further agrees:

- i. to protect and safeguard the Confidential Information against unauthorized use, publication, copying or disclosure, whether by the Intern or others;
- ii. not to, directly or indirectly, in any way, reveal, report, publish, copy, disclose, transfer, divulge to anyone including future employers, or otherwise use any of the Confidential Information except as specifically authorized by the Company in writing;
- iii. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis the Company in any commercial activity which may be comparable to the commercial activity carried on by the Company from time to time;
- iv. That upon learning of any wrongful use or treatment of Confidential Information, the Intern will promptly inform the Company and will cooperate in full with the Company to protect such Confidential Information.

- (c) **Former Employer Information.** Intern agrees that Intern will not, during the time that Intern is employed by the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Intern will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, Person unless consented to in writing by such employer, Person.

- (d) **Third Party Information.** Intern recognizes that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Intern agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any Person or to use it except as necessary in carrying out Intern's work for the Company consistent with the Company's agreement with such third party.

4 **INVENTIONS.**

- (a) **Assignment of Inventions.** Intern agrees that Intern will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby perpetually assigns to the Company, or its designee, all Interns' right, title, and interest, including moral rights, and on a worldwide basis, in and to any and all inventions, original works of authorship, technological developments, developments, concepts, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which Intern may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Intern is retained by the Company (collectively referred to as "**Inventions**"). Intern further acknowledges that the ownership of all original works of authorship which are made by notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

- (c) **Patent and Copyright Registrations.** Intern agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Intern further agrees that Interns' obligation to execute or cause to be executed, when it is in the Interns power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Interns mental or physical incapacity or for any other reason to secure Interns signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then Intern hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Interns' agent and attorney in fact, to act for and in Interns' behalf and stand to execute and file any such applications and to do all other lawfully permitted acts to further the

prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Intern.

5 NO RIGHT TO CONFIDENTIAL INFORMATION AND INVENTIONS.

The Intern agrees and acknowledges that nothing herein shall be construed as a grant by the Company of any license, directly or by implication, estoppel or otherwise, in any Confidential Information. The Company claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as copyrighted works. The binary or object code version of such software programs may under no circumstances be reverse-engineered or reverse-compiled by the Intern.

6 TERMINATION OF INTERNSHIP.

(a) Delivery of Documents and Data Upon

Termination of Internship. In the event of Intern (solely or jointly with others) within the scope of and during the period of Interns' services for the termination (voluntary or otherwise) of Intern's Internship with the Company, Intern agrees, Company and which are protectible by copyright are promptly and without request, to deliver to and shall at all times remain with the Company in terms inform the Company of all documents and data of Section 17

(c) of the Copyright Act, 1957 of pertaining to his/her Internship and the Company's India.

Confidential Information, whether prepared by Maintenance of Records. Intern agrees to keep and maintain adequate and current written records of all Intern or otherwise coming into his/her possession. Intern will not retain any written or other tangible Inventions made by Intern (solely or jointly with material containing any information concerning or others) during the period of time Intern is retained disclosing any other Company's Confidential by the Company. The records will be in the form of Information except that financial information that he/she is entitled to possess in the capacity of an Intern.

(b) Obligations of Intern Subsequent to Internship.

In the event of termination of Intern's Internship with the Company Intern agrees that he/she will protect the value of the Confidential Information and prevent the misappropriation or disclosure thereof. Intern will not disclose or use to his/her benefit (or the benefit of any third party) or to the detriment of the Company any Confidential Information.

7 INTERNSHIP AGREEMENT

This Agreement shall at all times be read in conjunction with the Internship Agreement dated May 20, 2021 and shall be deemed as an integral part and ancillary to the Internship Agreement.

COMPANY

INTERN

Name: Mohini Palchowdhury

Designation: HR Head

Date: July 11, 2021

Name: Preet Jain

Date:



5th February 2021

Mr. Sujit Noronha

Email id: sujitnoronha@outlook.com | Phone no: +91+917506 000567

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Sujit Noronha,

We are pleased to offer you the position of **Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Sujit Noronha)



3rd June 2021

Mr. Prachit Patil

Email id: **prachit.patil.1408@gmail.com** | Phone no: +918237359 992

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Prachit Patil,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

- i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

- i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

- i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
- ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
- iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

a. Details: This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding

b. Eligibility: Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company

c. Duration: Q-CDP program is for a duration of three years

d. Performance Evaluation: During your tenure with Quantiphi ,your performance will be subject to continuous evaluation

a. Compensation:

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature in blue ink, appearing to read 'Prachit Patil'.

Agreed and Accepted
(Prachit Patil)



3rd June 2021

Mr. Kenneth Rebello

Email id: **krebello07@gmail.com** | Phone no: +917021720 320

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Kenneth Rebello,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

a. Details: This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding

b. Eligibility: Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company

c. Duration: Q-CDP program is for a duration of three years

d. Performance Evaluation: During your tenure with Quantiphi, your performance will be subject to continuous evaluation

a. Compensation:

i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature in black ink, appearing to read 'KRebello'.

Agreed and Accepted
(Kenneth Rebello)



3rd June 2021

Mr. Aditya Alexander Job

Email id: **adityaalexander123@gmail.com** | Phone no: +917875896 368

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Aditya Alexander Job,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

a. Details: This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding

b. Eligibility: Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company

c. Duration: Q-CDP program is for a duration of three years

d. Performance Evaluation: During your tenure with Quantiphi, your performance will be subject to continuous evaluation

a. Compensation:

i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
Job) (Director)

Agreed and Accepted
(Aditya Alexander)



5th February 2021

Mr. Mario D'sa

Email id: **mario.dsa123@gmail.com** | Phone no: +918767542 316

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Mario D'sa,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
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6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Mario D'sa)



5th February 2021

Mr. Shubham Mishra

Email id: shubhammishra69897@gmail.com | Phone no: +917715875 704

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Shubham Mishra,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
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Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
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6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Shubham Mishra)



04-November-2020

Mr. Anup Joseph

Email id: anup20joseph@gmail.com

Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')

Dear Anup Joseph,

We are pleased to offer you the position of **Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full time employment will be of **INR 8,50,000/-** annually on cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process you will undergo a four month internship ('Virtuverse') with us and thereby leading to confirmation as a full time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort for your home.

During the period of internship you will be paid a fixed amount of INR 20,000/- per month as stipend and a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours else, it will considered as null and void.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
Anup Joseph



5th February 2021

Mr. Abhishek Ahirrao

Email id: ahirraoabhishek007@gmail.com | Phone no: +910892833 5999

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Abhishek Ahirrao,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

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7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Abhishek Ahirrao)



5th February 2021

Mr. Sanfer Noronha

Email id: sanfernoronha99@gmail.com | Phone no: +919372072 408

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Sanfer Noronha,

We are pleased to offer you the position of **Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
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 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

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7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Sanfer Noronha)



5th February 2021

Mr. Shaileshkumar Mishra

Email id: shaileshkmishra1999@gmail.com | Phone no: +918104947 038

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Shaileshkumar Mishra,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

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 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
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- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
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8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Shaileshkumar Mishra)



5th February 2021

Mr. Sherwin Pillai

Email id: sherwin.pillae@gmail.com | Phone no: +910887921 5181

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Sherwin Pillai,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
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 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
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- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

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- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
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Mostly Outstanding	20%	2,50,000
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7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Sherwin Pillai)



5th February 2021

Mr. Sahil Gupta

Email id: sahilgupta.17299@gmail.com | Phone no: +917770065 459

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Sahil Gupta,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

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 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Sahil Gupta)



5th February 2021

Mr. Samuel Davis

Email id: sam99dave@gmail.com | Phone no: +918652289 114

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Samuel Davis,

We are pleased to offer you the position of **Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Samuel Davis)



5th February 2021

Mr. Devin Barboza

Email id: **devin.barboza12@gmail.com** | Phone no: +919923170 966

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Devin Barboza,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Devin Barboza)



5th February 2021

Ms. Susmita Mathew

Email id: susmitamathew@gmail.com | Phone no: +919969276 653

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Susmita Mathew,

We are pleased to offer you the position of **Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Susmita Mathew)



5th February 2021

Ms. Darlene Nazareth

Email id: **darlenenazareth1999@gmail.com** | Phone no: +91+918655 838875

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Darlene Nazareth,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature in black ink, appearing to read 'Darlene Nazareth'.

Agreed and Accepted
(Darlene Nazareth)



5th February 2021

Mr. Mayank Srivastava

Email id: srivastavamayank679@gmail.com | Phone no: +919834175 941

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Mayank Srivastava,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective 7 June, 2021 at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 7 June, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

- a. **Details:**
 - i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
 - ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health
- b. **Duration:** The internship program is for a duration of **Four months**.
- c. **Performance Evaluation:**
 - i. During this internship period, your performance will be subject to continuous evaluation
 - ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.
- d. **Compensation:**
 - i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 20,000 per month (Rupees Twenty Thousand per month)**
 - ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
 - iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. **Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding
- b. **Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company
- c. **Duration:** Q-CDP program is for a duration of three years
- d. **Performance Evaluation:** During your tenure with Quantiphi, your performance will be subject to continuous evaluation



a. **Compensation:**

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.
- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

Authorized Signatory
Vivek Khemani
(Director)

Agreed and Accepted
(Mayank Srivastava)



3rd June 2021

Ms. Pragati Rao

Email id: **pragati.rao2@gmail.com** | Phone no: +918879904 307

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Pragati Rao,

We are pleased to offer you the position of **Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

- i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

- i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

- i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
- ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
- iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding

- b. Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company

- c. Duration:** Q-CDP program is for a duration of three years

- d. Performance Evaluation:** During your tenure with Quantiphi ,your performance will be subject to continuous evaluation

a. Compensation:

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature in black ink, appearing to read 'Pragati Rao'.

Agreed and Accepted
(Pragati Rao)



3rd June 2021

Ms. Rishika Korade

Email id: rishikakorade@gmail.com | Phone no: +918689860 404

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Rishika Korade,

We are pleased to offer you the position of **Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

- i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

- i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

- i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
- ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
- iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

- a. Details:** This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding

- b. Eligibility:** Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company

- c. Duration:** Q-CDP program is for a duration of three years

- d. Performance Evaluation:** During your tenure with Quantiphi ,your performance will be subject to continuous evaluation

a. Compensation:

- i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature in black ink, appearing to read 'Rishika Korade'.

Agreed and Accepted
(Rishika Korade)



3rd June 2021

Ms. Urvashi Dhingra

Email id: dhingraurvashi99@gmail.com | Phone no: +919967562 813

Sub: Offer Letter for Employment in Quantiphi Analytics Solutions Private Limited ('Company')

Dear Urvashi Dhingra,

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 19, 2021** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than July 19, 2021.

The offer details are as follows:

1. Onboarding: As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

a. Details:

i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

b. Duration: The internship program is for a duration of **Four months**.

c. Performance Evaluation:

i. During this internship period, your performance will be subject to continuous evaluation ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

d. Compensation:

i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

2. Quantiphi- Corporate Development Program (Q-CDP):

a. Details: This program is designed to provide you with projects and learning opportunities that will be both challenging and rewarding

b. Eligibility: Once you have completed the 4 month internship and if your performance is found to be satisfactory, you will be eligible to join us as a full time employee and will be a part of the program. The decision on the same is on the sole discretion of the Company

c. Duration: Q-CDP program is for a duration of three years

d. Performance Evaluation: During your tenure with Quantiphi, your performance will be subject to continuous evaluation

a. Compensation:

i. The total package offered under this program shall be as per the initial offer shared with you as a part of letter of intent.



- ii. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2022 as per the company policy.
- iv. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
- v. Please note that all above terms and conditions can be subject to changes and the same is at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

On the date of your joining, you may please bring along the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and Post-Graduation).
2. Proof of Date of Birth.
3. Proof of Current Address
4. PAN Card (3 copies)
5. Aadhar Card (3 copies)
6. Copy of latest valid Passport
7. Latest Passport size photograph (3 copies)
8. Banking details for online salary deposit (bank name, branch name, account no., IFSC code of the branch)

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company. Your appointment will be subject to verification of references and this offer is subject to you being medically fit.

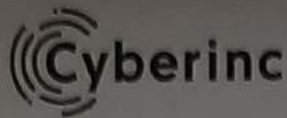
We welcome you to the Quantiphi Family. Please sign the copy and send us a scan of this letter as a token of acceptance of the same.

A handwritten signature in blue ink, appearing to read 'Vivek Khemani'.

Authorized Signatory
Vivek Khemani
(Director)

A handwritten signature in black ink, appearing to read 'Urvashi Dhingra'.

Agreed and Accepted
(Urvashi Dhingra)



29th January 2021

Hardik Trivedi
Mumbai

Employment Letter

Dear Hardik,

Congratulations!

We are pleased to extend you an offer of employment for the position of Software Engineer at our Thane office.

Your total emoluments are **INR 8,00,000/-** per annum, as described in Annexure I.

The compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

All information regarding your emoluments and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company.

The Annexure I which includes details of your emoluments and the detailed "Terms & Conditions of Employment" in Annexure II together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company.

You are requested to sign and return a copy of this offer letter along with the Annexures, as your confirmation of acceptance.

We look forward to welcome you aboard!

Your Sincerely
For Cyberinc Security Pvt. Ltd.

Vanya Agarwal
Authorised Signatory

Employee Signature: _____

Hardik Trivedi
18/03/21



Annexure I - CTC Components

Name: Hardik Trivedi

Designation: Software Engineer

	Monthly (INR)	Annual (INR)
Fixed Components		
Basic Salary	₹ 26,667	₹ 3,20,000
HRA	₹ 13,333	₹ 1,60,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Meal Voucher	₹ 2,200	₹ 26,400
Vehicle Maintenance Reimbursement	₹ 2,400	₹ 28,800
Driver Reimbursement	₹ 900	₹ 10,800
LTA Reimbursement	₹ 2,219	₹ 26,624
Special Allowance	₹ 14,148	₹ 1,69,776
Gross Salary Total	₹ 63,467	₹ 7,61,600
Retiral benefits		
Provident Fund @ 12% (Employer Contribution)	₹ 3,200	₹ 38,400
Cost to Company (CTC)	₹ 66,667	₹ 8,00,000

Note:

In addition to the above, you will be covered for the following:

- Eligible for benefits under the Gratuity Scheme, applicability as per the Gratuity Act, 1972
- Mediclaim Insurance under Company's Group Hospitalisation scheme

For Cyberinc Security Pvt Ltd

Vanya Agarwal
Authorised Signatory

Employee Signature: _____

18/03/21

Annexure II- Terms and Conditions of Employment

The Employee shall be governed by the following Terms and Conditions of Service during the employment with Cyberinc (herein referred as the Company) and Hardik Trivedi ("Employee") and may amended from time to time.

These terms and conditions, the employment letter/contract and any other policies and guidelines that are provided by the Company in the Human Resources (herein referred as "HR") Portal or / and as a part of HR Policy, Information Security Policy, policy on non-compete, confidentiality and data protection, and any other directive whether issued by way of emails or written notifications shall all be termed as "Terms of Employment" and the Employee shall abide by the same at all times during the terms of employment.

1. Statement of Facts

- 1.1. In case details mentioned in the Employee's application and/ or the information provided by the Employee are found false or unsatisfactory, Employee's services would be liable for termination at any time without any notice or any compensation in lieu thereof. This will be without prejudice to the right of the management to take disciplinary action against the Employee for the same.
- 1.2. The Company reserves the right to make suitable formal/informal checks with the educational institutions and previous employers of the Employee at its own discretion and the Employee shall be deemed to have consented to do so.
- 1.3. The Employee is under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of Employee's duties hereunder, or the other rights of the Company hereunder.
- 1.4. The Employee also declares that he/she has not been convicted or pleaded guilty, for violating any central, state or local law, regulation or ordinance nor has any criminal charges presently pending before any court of law.

2. Medical Fitness

- 2.1. The Employee's appointment and its continuation are subject to him/ her being medically fit, as declared by a Medical Officer or by a Doctor specified by the Company.
- 2.2. Also, the Company management reserves its right to ask the Employee to undergo medical examination, as and when deemed necessary.

3. General Employment Obligations

- 3.1. The Employee will devote his/ her full time and attention to the duties assigned by the Company and shall not undertake any direct/indirect business/ work/ assignment etc. whether full or part time and whether for any consideration or not, without the prior written permission of the Company.
- 3.2. The Employee will always use his/ her best efforts in the performance of employment duties assigned from time to time and act in good faith and in the best interests of the Company.

Employee Signature: _____

Hardik Trivedi
18/03/21

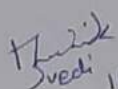
- 3.3. The Employee will comply with all rules, regulations and procedures established by the Company in fulfilling his/her duties while in employment.
- 3.4. The Company is fully entitled to place the Employee at any of its location in India or abroad or at its customer location in India or abroad as deemed appropriate based on its business need.
- 3.5. The Employee is also subject to any transfer by the Company on a temporary or permanent basis to other job functions, departments or locations or entities within the Company, based on business needs, and he/she shall have no objection whatsoever to such transfers or assignments made. Any rejection or non-acceptance by the Employee shall be deemed to be a breach of the Terms of Employment and subject to action including but not limited to termination of employment by the Company.
- 3.6. Notice Period
 - 3.6.1. The employment can end through 60 days' notice or payment of Basic salary in lieu thereof by either side. The Employee shall attend duties till he/she is relieved from services in writing.

4. Non-Solicitation / Non-Compete / Non-Diversion- check

- 4.1. During the term of this Employment Agreement and for a period of two (2) years subsequent thereto, the Employee will not, without the prior written consent of the Company, directly, indirectly, or through any other party
 - 4.1.1. solicit business from or perform services for any direct or indirect customer or any prospective customer of the Company whom the Employee had any contact with or exposure to, at any time during the term of this Employment Agreement.
 - 4.1.2. solicit, offer to, or accept the employment of, persons who are then, or were, during the previous six (6) months, Employees of the Company, or its subsidiary / associate / affiliate Company.

5. Confidentiality

- 5.1. In connection with the Employee providing certain products and/or services on behalf of the Company, the Employee will have access to information concerning the Company and its clients. As a condition to the Employee being given access to such information, the Employee agrees to treat any information concerning the Company and/or its clients (whether prepared by the Company, its advisors or otherwise) which is furnished to the Employee by or on behalf of the Company and/or its clients (herein collectively referred to as the "Confidential Information") in accordance with the provisions of all policies and to take or abstain from taking certain other actions herein set forth.
- 5.2. The Confidential Information shall be solely used for the purpose of and on behalf of the Company and the Employee further agrees that disclosure of the same shall be with prior permission of the Company.
- 5.3. Employee acknowledges that the Company/its clients are subject to certain privacy and information security laws and regulations, pursuant to which the Company/its clients are required to ensure that the Employee appropriately safeguard personal or financial information regarding the Company's/its client's former, current or prospective clients or Employees ("Sensitive Data")

Employee Signature:  Sudeep 18/03/21

Cyberinc Security Pvt. Ltd., WeWork, Zenia Building, Hiranandani Business Park, Thane, Maharashtra 400607.
T: (022) 5002 3536 • CIN: U74110MH2016PTC282449 • www.cyberinc.com

facilities, materials or personnel of the Company; or which has or have been developed by the Employee or under the Employee's supervision, or which results from or are suggested by any work, which the Employee does or may do for the Company.

- 6.6. The ownership of all "Developmental" work and documentation created by the Employee shall from the moment of its creation, vest with the Company. Thus, the Employee agrees to assign and hereby assigns to the Company or its nominees, agents, etc, Employee's entire right, title and interest in:
- 6.6.1. all developments;
 - 6.6.2. all trademarks, copyrights and mask work rights in the Developments; and
 - 6.6.3. all patent applications filed, patents granted on any development, including those in foreign countries, which the Employee conceives or makes (whether alone or with others) while being in the employment of the Company or within two (2) years of the end of their employment (if conceived as a result of their employment)
- 6.7. The Employee acknowledges existence of the Company's / its clients' present and future products, know how, processes, software products, programs, codes, documentation and flowcharts in any form and agrees to abide by the procedures of the Copyright/ Trademark/ Patents/ Design/ other IPR laws in force in India and foreign countries, which prohibits the reproduction of such protected works, in whole or in part, or in any form or by any other means, without the prior written permission of the Company / its clients as the case may be.
- 6.8. The Employee agrees to assign to the Company his/ her entire right, title and interest in any invention or improvement that the Employee might make solely or jointly with others, during the course of his/ her employment with the Company relating to any and all products/ services/ software/ software tools, marketed or manufactured or developed and that the Employee will perform any acts and execute such
- 6.9. documents without expenses to the Employee which, in the judgments of the Company or its attorneys may be needful or desirable to secure to the Company, patent/ IPR protection and any/ all rights relating to such invention or improvement.
- 6.10. The Employee acknowledges and agrees that all of the Company's / its client's confidential information, sensitive data and work product developed as a result of the Employee's engagement by the Company/ its client, including, in each case, any derivative works thereof will remain, the property of the Company / its client as applicable.
- 6.11. Any work product, materials or deliverables developed as a result of Employee's engagement by the Company / its client shall be considered "works made for hire," and to the extent that exclusive title and ownership rights may not originally vest with the Company/ its client, as contemplated hereunder, the Employee shall irrevocably assign, transfer and convey to all rights, title and interest therein.

7. Governing Law

- 7.1. The validity, construction, interpretation and performance of this Employment Agreement will be governed by Indian Laws

8. Recovery of Payments

- 8.1. Payments / reimbursements made towards relocation expenses will be recovered in full in the event of your separation from the company before completion of one year of joining with the organisation.

Employee Signature: _____

Handwritten signature
18/03/21



ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

SIGNATURE: Hardik Trivedi

NAME: Hardik Trivedi

DATE: 18 / 03 / 2021

Employee Signature: Hardik Trivedi 18/03/21

Dated: Thursday, June 03, 2021

LETTER OF APPOINTMENT and EMPLOYMENT AGREEMENT

Dear Princeton Baretto,

With reference to your application for employment and the subsequent interview with Interactive Brokers Software Services (India) Private Limited ("the Company"), an affiliate of IBG LLC, we are pleased to offer you the position of **Junior Software Engineer** contingent on the following terms and conditions:

1. Place of posting

Your initial place of posting is **Mumbai**. However, you are liable to be transferred at any time to any place of business of the Company as existing/operating presently or acquired or set up later in any part of India or abroad. You are also liable to be deputed to any work or assigned the works of any associate/affiliates, subsidiaries or any other companies/concerns/ organisations/firms with whom the Company may have or make business arrangements.

2. Effective Date / Hours of Employment

Your employment will commence from **Monday, June 21, 2021**. You will ensure that your prior employment has ceased, and that you have been duly discharged by your last employer. Your hours of employment will be for 9 hours per day and shift timings may subject to change from time to time as we have 24 hours operations.

3. Compensation

Your compensation details pertaining to monthly / annual allowances, reimbursements, benefits and perquisites shall be to a Gross Value annual rate of **INR 800,000/-** to the company. In addition, you will be entitled to discretionary performance-based incentives and/or bonus.

Cost to Company (CTC): Your detailed cost to company break-up is listed in Annexure 2.

Tax: It is your responsibility to meet all requirements under the Indian tax laws including payment of taxes and filing of returns. The Company shall deduct tax at source ("TDS") on any payments under this appointment that require such deduction to be made by the Company as employer in accordance with Indian tax laws.

4. Responsibilities and Duties

Your responsibilities and duties would be as such: refer to addendum no.1.

- 5.** The terms and conditions attached herewith form an integral part of your employment agreement with the Company. Please sign and return the duplicate of this letter of appointment to indicate your acceptance of this offer to the Company.

We look forward to working together to build a successful business.

Yours sincerely

ARCHANA
SAURABH
THALE

Digitally signed
by ARCHANA
SAURABH THALE
Date: 2021.06.03
20:51:03 +05'30'

Archana Thale

Manager - Human Resources

INTERACTIVE BROKERS SOFTWARE SERVICES (INDIA) PRIVATE LIMITED

Additional Information:

1) The employee will be entitled to 16 privilege and 9 casual leaves as a part of annual leave.

(Leave entitlement will be on pro-rata basis)

Annexure 1:

Addendum to Interactive Brokers Software Services India employment contract of
Mr.Princeton Baretto

Addendum no. 1

Employee title: Junior Software Engineer

Key Roles and Responsibilities:

- Research, conceive and develop technology solutions to extend and improve IB's customer facing and back-end applications.
- Write client / server-side code for web-based applications, create robust high-volume production applications, and develop prototypes quickly.
- Work in close collaboration with engineering team based in other IB Offices in Europe and US.
- Collaborate on scalability issues involving access to massive amounts of data and information.
- Solve all problems that come your way.

Addendum no. 2

Staff rules and Conduct:

- You shall uphold the image of the Company as a professional organization.
- You shall treat all the clients and service seekers with respect and dignity.
- You shall maintain the confidentiality of all the information that is communicated to you, or, you are privy to, this in no case shall be communicated to any third party outside the Company.
- You cannot use any information, candidate database, client specific information outside your employment or within three years of leaving the Company.
- You shall report your actions on job every day to your reporting authority, as an end of the day report, a continuous failure to do so can lead to termination of employment.
- Other actions that can lead to termination of employment (not limited to) the following:
 - Misuse of facilities like Internet, Telephone etc.
 - Embezzlement, defalcation, misuse of company money etc.



Interactive Brokers Software Services (I) Pvt. Ltd.

Annexure 2: Cost to Company (CTC) Details

Employee Name	Princeton Baretto	
Designation	Junior Software Engineer	
Pay Heads	Annually	Monthly
Basic	₹320,000	₹26,667
HRA - House Rent Allowance	₹160,000	₹13,333
LTA - Leave Travel Allowance	₹60,000	₹5,000
Telephone Reimbursement	₹24,000	₹2,000
Books & Periodicals	₹12,000	₹1,000
Flexible Benefit Plan	₹224,000	₹18,667
Gross Salary	₹800,000	₹66,667
Food card	₹50,400	₹4,200
Company PF	₹38,400	₹3,200
Gratuity	₹15,385	₹1,282
Medical Insurance	₹30,000	₹2,500
Life Insurance	₹1,000	₹83
Cost to Company (CTC)	₹935,185	₹77,932



OFFER LETTER

To,
Shree Balkrishna Lole
24 1/11 Mahatma Gandhi Smruti Vasahat 2 October Colony,
Jerbai Wadia Road, Parel Bhoiwada Mumbai 400012

1st Sept 2020

Sub: Offer letter for the position of Associate Software Development Engineer.

Dear Shree,

We are pleased to offer you the position of **Associate Software Development Engineer** at MXC Solutions India Private Limited.

About CarWale

CarWale was founded in 2005 and for more than a decade has worked relentlessly to make car buying simple. Today we garner the most number of visits, attract the largest number of car and two wheeler buyers on our platform and have built the largest network of dealers to serve these buyers and consumers. We still have a long way to go and believe we have the opportunity to build one of the globally leading automotive companies in this part of the world.

Over the years, CarWale has been recognized by Red Herring in the Top 100 Asian companies twice (2007 and 2009), one of its co-founders listed as one of the Top 25 Young Entrepreneurs of Asia by Business Week USA and among India's Top 3 Innovative Consumer Companies at the TiE Summit, December 2009.

Our Culture

We offer a great collaborative work culture, flat organization structure with no bureaucracy. This is an opportunity to be a part of a high caliber team and to significantly contribute your ideas and influence growth of the company. What you will not find here is the formal management structures, bureaucracy and tightly defined guidelines for performing in your role. What you will find is a free-hand approach to help you achieve your goals, and authority that is commensurate with responsibility.

Offer herein is an indicative of company's intent and is subject to your confirmation in agreement.



Compensation:

Particulars	Description	Monthly (Rs.)	Annually (Rs.)
Basic Salary	40% of Fixed Salary	23,603	283,233
HRA	50% of Base Pay	11,801	141,617
Conveyance	This is applicable as per IT rule	1,600	19,200
Medical Allowance	This is applicable as per IT rule	1,250	15,000
Supplementary Allowances	Balancing Figure	20,753	249,033
Gross CTC		59,007	708,082
Provident Fund	Employers contribution	1,800	21,600
Gratuity (Accrual Only)	4.80% of Base Pay	1,135	13,624
Accident Insurance		30	360
Mediclaime Premium		528	6,335
Total Cost to Company		62,500	750,000

** Premium amounts are subject to exact age of dependents

Taxes: Please note that all amounts payable to you as compensation shall be subject to deduction of tax &or other deductions as are required by laws for the time being in force.

Leave Guidelines

We have leave guidelines that encourage associates to avail 25 leaves after completion of their probation, under various categories other than 10 public holidays. However, employees are free to avail more leaves if they need to in consent with their manager. No salaries are deducted for any amount of leaves unless Manager believes that performance has been adversely affected. To summarize, we have only guidelines for leaves and all that matters is your performance and not how many days you turn up at work.

Others

At the time of your joining you are requested to submit followings to complete formalities:

1. Proof of Age
2. Certified true copies of your Educational / Professional Qualifications/Certificates
3. Experience Certificate(s).
4. Copy of relieving letter or acknowledgement of resignation letter from your last employer.
5. Last Salary Slip / Certificate / Contract.
6. Residence Proof.
7. Latest 3 Photograph (Passport Size)

Talent Team will coordinate to complete various formalities on your joining. On submission of your Joining Report and Documents mentioned above, you will be issued a formal letter of Appointment explaining the terms & conditions which will be binding on both the sides.

We look forward to get your consent on this offer and invite you for a rewarding career!

Warm Regards,

Human Resources

MXC Solutions India Private Limited

www.carwale.com



Offer: Computer Consultancy
Ref: TCSL/DT20206792267/Mumbai
Date: 23/06/2021

Mr. Joyson Nathael Gaurea
Pali Village, Chowk Road, Bhayandar (West) Chowk Road,
Uttan, Bhayandar (West),
Mumbai-401106,
Maharashtra.
Tel# -

Dear Joyson Nathael Gaurea,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a role in the **TCS Digital (TCS Digital)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

TCS Confidential
TCSL/DT20206792267

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



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

COMPENSATION AND BENEFITS

Basic Salary

You will be eligible for a basic salary of ₹15,000/- per month.

BOUQUET OF BENEFITS (BoB)

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

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

House Rent Allowance (HRA)

Your HRA will be ₹7,500/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

Leave Travel Allowance

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

Personal Allowance

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

Food Card

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

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹4,300/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹3,100/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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

CITY ALLOWANCE

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

RETENTION INCENTIVE

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



XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

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

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

Loans

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

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

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

Professional Memberships

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

RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Relevant Experience

As per the recommendation of our management review panel, out of your total experience, 0.0 years are being considered to be relevant to the business of our organization.

At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your



final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. Pre requisites for Joining

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

4. Disclaimer

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

5. Probation Period

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

6. Working Hours

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



7. Mobility

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

8. Compensation Structure / Salary components

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

9. Increments and Promotions

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

10. Alternative Occupation / Employment

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

11. Confidentiality Agreement

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

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and



customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's



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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card
You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
 - Aadhaar Card
 - Standard X and XII/Diploma mark sheets & Certificate
 - Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
 - Degree certificate and mark sheets for all semesters of your Post Graduation (if you are a Postgraduate)
 - Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
 - Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
 - Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
 - Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer
- The original documents will be returned to you after verification.

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



documents

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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



- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

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

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

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



GROSS SALARY SHEET

Annexure 1

Name	Joyson Nathael Gaurea
Designation	Systems Engineer
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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



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



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Restriction on Associate's Rights

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

8. No License

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



9. Equitable Rights

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

10. General

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

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

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

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



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

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



Offer: Computer Consultancy
Ref: TCSL/CT20203485789/Mumbai
Date: 21/04/2021

Mr. Selvin Charles Tuscano
Nandakhal, Ghotkal, P.O: Agashi, Dist: Palghar, Virar (West) Ghotkal,
Virar,
Mumbai-401301,
Maharashtra.
Tel# 91-8208360893

Dear Selvin Charles Tuscano,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a role in the **TCS Digital (TCS Digital)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



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

COMPENSATION AND BENEFITS

Basic Salary

You will be eligible for a basic salary of ₹15,000/- per month.

BOUQUET OF BENEFITS (BoB)

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

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

House Rent Allowance (HRA)

Your HRA will be ₹7,500/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

Leave Travel Allowance

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

Personal Allowance

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

Food Card

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

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components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹4,200/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹3,200/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

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

CITY ALLOWANCE

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

RETENTION INCENTIVE

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



XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

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

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

Loans

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

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

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

Professional Memberships

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

RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Relevant Experience

As per the recommendation of our management review panel, out of your total experience, 0.0 years are being considered to be relevant to the business of our organization.

At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your



final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. Pre requisites for Joining

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

4. Disclaimer

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

5. Probation Period

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

6. Working Hours

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



7. Mobility

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

8. Compensation Structure / Salary components

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

9. Increments and Promotions

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

10. Alternative Occupation / Employment

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

11. Confidentiality Agreement

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

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and



customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

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

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's



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

20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card
You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
 - Aadhaar Card
 - Standard X and XII/Diploma mark sheets & Certificate
 - Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
 - Degree certificate and mark sheets for all semesters of your Post Graduation (if you are a Postgraduate)
 - Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
 - Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
 - Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
 - Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer
- The original documents will be returned to you after verification.

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



documents

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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



- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

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

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

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



GROSS SALARY SHEET

Annexure 1

Name	Selvin Charles Tuscano
Designation	Systems Engineer
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Quarterly Variable Allowance*	3,200	38,400
3) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
4) City Allowance	400	4,800
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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



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



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Restriction on Associate's Rights

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

8. No License

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



9. Equitable Rights

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

10. General

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

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

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

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



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

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



Offer: Computer Consultancy
Ref: TCSL/CT20203391089/Mumbai
Date: 29/10/2020

Ms. Darlene Nazareth
201, Xavier Apts. John Baptist Rd.,
Next To Federal Bank, Bandra(W),
Mumbai-400050,
Maharashtra.
Tel# 91-9757068002

Dear Darlene Nazareth,

Sub: Letter of Offer

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

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

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

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TCSL/CT20203391089

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR **15,000/-** per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

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

3. Food Card

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



4. Personal Allowance

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

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,200/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

CITY ALLOWANCE

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

RETENTION INCENTIVE

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

XPLORE/ LEARNING INCENTIVES

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



OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

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

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



Loans

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

Professional Memberships

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

RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a



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

3. Probation Period

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to



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

10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

11. Terms and Conditions

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

12. TATA Code of Conduct

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

13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out



in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

14. Retirement

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

15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

16. Employment of Non Indian Citizens

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

17. Background Check

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

18. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required



- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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

19. TCS Xperience Program

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

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

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



20. Letter of Appointment

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

21. Rules and Regulations of the Company

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

22. Compliance to all clauses

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

23. Data Privacy Clause:

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

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

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

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



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

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

**Withdrawal of Offer**

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

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

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



GROSS SALARY SHEET

Annexure 1

Name	Darlene Nazareth
Designation	Systems Engineer
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Restriction on Associate's Rights

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

8. No License

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



9. Equitable Rights

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

10. General

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

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

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

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



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

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

DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

20, Rajabhadur Mansion, 1st Floor,
Ambalal Doshi Marg, Fort, Mumbai - 400 023.
Tel.: (91-22) 2262 0539 / 2269 6791 / 92
Fax : 2265 0410 / 1278

Corporate Offices :

301-308, 3rd Floor, Bhagwati House, Plot A/19,
Veera Desai Road, Andheri (West), Mumbai - 400 058.
Tel.: 91-22-2673 2602 / 2673 2603 / 2673 2604
6570 4167 / 68 / 69 / 70 / 71 • Fax: 91-22-2673 2642

Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

June 24, 2021

Offer of Employment with Dolat Group

Dear Jeswin Thomas,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 28/06/2021.

Dolat Group is pleased to offer you a position of Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

There would be a bond of 02 years commencing from your date of joining, if you break the bond you will have to pay us your 05 months' salary upfront as penalty.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 06.75 LPA (Bifurcations are as given in the annexure).

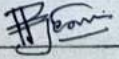
As an additional incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 4,50,000/- as Retention Bonus as explained below.

Rs 1,50,000/- after completion of 02 years and Rs 3,00,000/- after completion of 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Jeswin Thomas accept the job offer of Software Developer by Dolat Group

I accept the offer

Signature:  Date: 25-6-2021

DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

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Tel.: 91-22-2673 2602 / 2673 2603 / 2673 2604
6570 4167 / 68 / 69 / 70 / 71 • Fax: 91-22-2673 2642

Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

Offer Letter Contd... ANNEXURE
Jeswin Thomas

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 06.75 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		20350.00	244200.00
HRA Allow		10175.00	122100.00
Convey Allow		1600.00	19200.00
CCA		17500.00	210000.00
	A	49625.00	595500.00
Fixed/Variables	B		50000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
	C	1250.00	15000.00
Mediclaime Policy	D		2000.00
Gratuity	E		12500.00
Allowances	F	0.00	0.00
TOTAL TAKE A To F		55042.00	675000.00
PN: Net take home may change subject to verifying your previous employer's salary & TDS If you are an active employee. TDS on Fixed/Variables will be deducted at the time of its payment. Gratuity base 5 years. Flexible may be changed on request. All in Rounded Figures.			

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd

DOLAT CAPITAL MARKET PVT. LTD.



Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
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Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

March 30, 2021

Offer of Employment with Dolat Group

Dear Carol Sebastian,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 15/06/2021.

Dolat Group is pleased to offer you a position of Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

There would be a bond of 02 years commencing from your date of joining, if you break the bond you will have to pay us your 05 months' salary upfront as penalty.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 06.75 LPA (Bifurcations are as given in the annexure).

As an additional incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 4,50,000/- as Retention Bonus as explained below.

Rs 1,50,000/- after completion of 02 years and Rs 3,00,000/- after completion of 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Carol Sebastian accept the job offer of Software Developer by Dolat Group

Signature: _____ Date: _____

DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

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Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

Offer Letter Contd... ANNEXURE
Carol Sebastian

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 06.75 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		20350.00	244200.00
HRA Allow		10175.00	122100.00
Convey Allow		1600.00	19200.00
CCA		14250.00	171000.00
	A	46375.00	556500.00
Fixed/Variables	B		50000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
	C	1250.00	15000.00
Mediclaime Policy	D		2000.00
Gratuity	E		12500.00
Allowances	F	0.00	0.00
TOTAL TAKE A To F		55042.00	675000.00
PN: Net take home may change subject to verifying your previous employer's salary & TDS if you are an active employee. TDS on Fixed/Variables will be deducted at the time of its payment. Gratuity base 5 years. Flexible may be changed on request. All in Rounded Figures.			

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd

DOLAT CAPITAL MARKET PVT. LTD.



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Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

March 30, 2021

Offer of Employment with Dolat Group

Dear Pranay Bagrecha,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 15/06/2021.

Dolat Group is pleased to offer you a position of Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

There would be a bond of 02 years commencing from your date of joining, if you break the bond you will have to pay us your 05 months' salary upfront as penalty.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 06.75 LPA (Bifurcations are as given in the annexure).

As an additional incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 4,50,000/- as Retention Bonus as explained below.

Rs 1,50,000/- after completion of 02 years and Rs 3,00,000/- after completion of 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Pranay Bagrecha accept the job offer of Software Developer by Dolat Group

Signature: _____ Date: _____

DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

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Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

Offer Letter Contd... ANNEXURE
Pranay Bagrecha

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 06.75 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		20350.00	244200.00
HRA Allow		10175.00	122100.00
Convey Allow		1600.00	19200.00
CCA		14250.00	171000.00
	A	46375.00	556500.00
Fixed/Variables	B		50000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
	C	1250.00	15000.00
Mediclaim Policy	D		2000.00
Gratuity	E		12500.00
Allowances	F	0.00	0.00
TOTAL TAKE A To F		55042.00	675000.00
PN: Net take home may change subject to verifying your previous employer's salary & TDS if you are an active employee. TDS on Fixed/Variables will be deducted at the time of its payment. Gratuity base 5 years. Flexible may be changed on request. All in Rounded Figures.			

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd

DOLAT CAPITAL MARKET PVT. LTD.



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Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

March 30, 2021

Offer of Employment with Dolat Group

Dear Pratik Chowdhury,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 15/06/2021.

Dolat Group is pleased to offer you a position of Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

There would be a bond of 02 years commencing from your date of joining, if you break the bond you will have to pay us your 05 months' salary upfront as penalty.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 06.75 LPA (Bifurcations are as given in the annexure).

As an additional incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 4,50,000/- as Retention Bonus as explained below.

Rs 1,50,000/- after completion of 02 years and Rs 3,00,000/- after completion of 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Pratik Chowdhury accept the job offer of Software Developer by Dolat Group

Signature: _____ Date: _____

DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

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Email : dolatcapital@dotatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

Offer Letter Contd... ANNEXURE
Pratik Chowdhury

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 06.75 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		20350.00	244200.00
HRA Allow		10175.00	122100.00
Convey Allow		1600.00	19200.00
CCA		14250.00	171000.00
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Mediclaime Policy	D		2000.00
Gratuity	E		12500.00
Allowances	F	0.00	0.00
TOTAL TAKE A To F		55042.00	675000.00
PN: Net take home may change subject to verifying your previous employer's salary & TDS if you are an active employee. TDS on Fixed/Variables will be deducted at the time of its payment. Gratuity base 5 years. Flexible may be changed on request. All in Rounded Figures.			

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd

Required fields are marked with an asterisk.

1

Please review and accept the offer terms on this page. You will be asked to print/sign/return the offer letter at the end of the process.

Your Offer Letter



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th

CIN: U72901MH2016FTC279876

Floor, North and South

Phone: +91 226 229 8000

Tower, Godrej One Godrej Soap

Email: tiaags_info@in.tiaa.org

Industrial Area, Vikhroli East Mumbai

Mumbai City MH 400079 IN

November 17, 2020

Amurto Amlan Basu
I/301,Gokul Village-2,
Shanti Park,Mira Road,Nr. St Xavier High School,
VTC : Mira Bhyander, PO - Miraroad,Sub District- Thane, District-
Thane
Maharashtra
India

Dear Amurto:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“**GBS**”) or (“**the Company**”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“**TIAA**”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Technology - Trainee with a start date on or before July 19, 2021 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not

guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your contingent employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your contingent employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

3.1 Your annual fixed compensation will be 599,710.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your employment with GBS. Please see **Schedule B** attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies (including but not limited to the Company's Employee Handbook), rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and the Employee Handbook and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code and the Employee Handbook are attached.

5. Personal Trading Policy

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Access Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Access Persons" and mandates such persons to safeguard the confidentiality of all such information

which he/she obtained directly or indirectly during the course of performance of official duties. The policy requires Access Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Access Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) "Access Persons", are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your contingent employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

- (a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;
- (b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;
- (c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;
- (d) your failure to comply with the directions given to you by your manager or any other authorised person;
- (e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;
- (f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;
- (g) you abetting a strike in contravention of any law for the time being in force;
- (h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);
- (i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;
- (j) any misconduct on your part, as provided under law and/or under the Company's policies.
- (k) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your contingent

employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this provisional offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this offer:

(a) **Employment Screening:** This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) **Work Authorization:** Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) **Commissions:** The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) **Prerequisites:** Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) **Payroll Taxes and Withholdings:** All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) **Sensitive Personal Data or Information:** The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing contingent employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) **Indemnification:** You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) **Non-Disparagement:** During the term of your contingent employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) **Governing Law:** Your contingent employment with the Company shall be governed and construed in accordance with the laws of India.

(j) **Jurisdiction:** Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any contingent employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,

Saurabh Yadav
Head –HR Operations

TIAA Global Business Services (India) Private Limited

SCHEDULE B**TERMS AND CONDITIONS ON REMUNERATION****1. Remuneration/Salary**

The salary amount specified above will be prorated based on your start date this year. Salaries are generally payable in arrears and are reviewed each year as part of the Company's annual compensation review. Generally monthly salary is paid on 25th of every month. Your compensation may be amended from time to time by GBS, however, at its sole discretion based on business needs. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

2. Variable Compensation

2.1 In addition to your salary, the Company, in its sole discretion, may also compensate you in the form of a discretionary annual performance based variable compensation award as mentioned above. Any payment of variable compensation by the Company to you at any time neither guarantees, nor should it create, an expectation of any minimum level of incentive compensation in any other year.

2.2 You must be employed by GBS in "good standing" on the payment or grant date to receive a variable compensation award. As used here, "good standing" means that, as determined in the Company's sole discretion, you: (i) have not been terminated, given notice of termination, been suspended or been placed on written or final warning by the Company; (ii) have not resigned or given notice of your intention to resign, and (iii) have maintained an acceptable level of performance. Except as may otherwise be explicitly specified in this letter, all variable compensation awards are fully discretionary (with respect to any decision to make such award to you and/or the amount of any award), do not accrue during the year, and are not guaranteed year-to-year (for example, you could receive no award in a given year). The grant of an award in one year should not be regarded as earned wages or create an expectation of an award for any other year. In making or declining to make these awards, the Company considers factors such as (but not limited to) market, industry and company performance and other business considerations such as overall incentive compensation funding and affordability.

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up**TIAA GBS Corporate Level: Trainee**

SALARY COMPONENTS	INR AMOUNT (Monthly)	INR AMOUNT (Annual)
Basic	19,990	239,884
House Rent Allowance	9,995	119,942
Bouquet of Benefits ~	19,990	239,884
FIXED COMPENSATION (A)	49,976	599,710
RETIRALS BENEFITS		
Employer's Contribution To Provident Fund	2,399	28,786
Gratuity	961	11,533
TOTAL RETIRALS BENEFITS (B)	3,360	40,319
TOTAL REMUNERATION (A + B)**	53,336	640,029

You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards Payment of Bonus Act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

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

4. Leave

During a full calendar year, you are eligible for leave days (referred to by GBS as Paid Time Off (“**PTO**”) days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company’s policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company’s expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.

ACCEPTANCE

I, Amurto Amlan Basu, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED ("the Company") and agree to join on _____ or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign: _____

Name: Amurto Amlan Basu

Date: _____

Place: _____

Version 2.0

Your Offer Attachments

*Response

Accept the offer ▼

BUILT TO PERFORM.

CREATED TO SERVE.

Required fields are marked with an asterisk.

1

Please review and accept the offer terms on this page. You will be asked to print/sign/return the offer letter at the end of the process.

Your Offer Letter



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th

Floor, North and South

Tower, Godrej One Godrej Soap

Industrial Area, Vikhroli East Mumbai

Mumbai City MH 400079 IN

CIN: U72901MH2016FTC279876

Phone: +91 226 229 8000

Email: tiaags_info@in.tiaa.org

November 18, 2020

Albin J Tharayil

Flat No.103, Parshva Deep, Parshva Deep Jyot CHS LTD, Stella,
Barampur, Near New Petrol Pump Vasai west, Vasai, Bassein Road Vasai,
Thane.
Maharashtra
India

Dear Albin:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited ("GBS") or ("the Company"), which is a subsidiary of Teachers Insurance and Annuity Association of America ("TIAA") incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Technology - Trainee with a start date on or before July 19, 2021 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

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2.4.2 You have been given an all cleared Degree by your institution

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2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

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2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your contingent employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your contingent employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (I) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

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4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and the Employee Handbook and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code and the Employee Handbook are attached.

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- (a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;
- (b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;

- (c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;
- (d) your failure to comply with the directions given to you by your manager or any other authorised person;
- (e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;
- (f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;
- (g) you abetting a strike in contravention of any law for the time being in force;
- (h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);
- (i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;
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6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your contingent employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this provisional offer of employment and the anticipated start of your contingent employment with GBS) that may be in

breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this offer:

(a) **Employment Screening:** This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) **Work Authorization:** Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) **Commissions:** The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) **Prerequisites:** Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) **Payroll Taxes and Withholdings:** All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) **Sensitive Personal Data or Information:** The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing contingent employment, collect sensitive personal data or information ("**SPDI**") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without

limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) **Indemnification:** You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) **Non-Disparagement:** During the term of your contingent employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) **Governing Law:** Your contingent employment with the Company shall be governed and construed in accordance with the laws of India.

(j) **Jurisdiction:** Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any contingent employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,

Saurabh Yadav
Head –HR Operations

TIAA Global Business Services (India) Private Limited

SCHEDULE B

TERMS AND CONDITIONS ON REMUNERATION

1. Remuneration/Salary

The salary amount specified above will be prorated based on your start date this year. Salaries are generally payable in arrears and are reviewed each year as part of the Company's annual compensation review. Generally monthly salary is paid on 25th of every month. Your compensation may be amended from time to time by GBS, however, at its sole discretion based on business needs. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

2. Variable Compensation

2.1 In addition to your salary, the Company, in its sole discretion, may also compensate you in the form of a discretionary annual performance based variable compensation award as mentioned above. Any payment of variable compensation by the Company to you at any time neither guarantees, nor should it create, an expectation of any minimum level of incentive compensation in any other year.

2.2 You must be employed by GBS in "good standing" on the payment or grant date to receive a variable compensation award. As used here, "good standing" means that, as determined in the Company's sole discretion, you: (i) have not been terminated, given notice of termination, been suspended or been placed on written or final warning by the Company; (ii) have not resigned or given notice of your intention to resign, and (iii) have maintained an acceptable level of performance. Except as may otherwise be explicitly specified in this letter, all variable compensation awards are fully discretionary (with respect to any decision to make such award to you and/or the amount of any award), do not accrue during the year, and are not guaranteed year-to-year (for example, you could receive no award in a given year). The grant of an award in one year should not be regarded as earned wages or create an expectation of an award for any other year. In making or declining to make these awards, the Company considers factors such as (but not limited to) market, industry and company performance and other business considerations such as overall incentive compensation funding and affordability.

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS	INR AMOUNT (Monthly)	INR AMOUNT (Annual)
Basic	19,990	239,884
House Rent Allowance	9,995	119,942
Bouquet of Benefits ~	19,990	239,884
FIXED COMPENSATION (A)	49,976	599,710
RETIRALS BENEFITS		
Employer's Contribution To Provident Fund	2,399	28,786
Gratuity	961	11,533
TOTAL RETIRALS BENEFITS (B)	3,360	40,319
TOTAL REMUNERATION (A + B)**	53,336	640,029

You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards Payment of Bonus Act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

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

4. Leave

During a full calendar year, you are eligible for leave days (referred to by GBS as Paid Time Off ("PTO") days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company's policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company's expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.

ACCEPTANCE

I, Albin J Tharayil, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED (“the Company”) and agree to join on _____ or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign: _____

Name: Albin J Tharayil

Date: _____

Place: _____

Version 2.0

Your Offer Attachments

*Response

Accept the offer



Required fields are marked with an asterisk.

1

Please review and accept the offer terms on this page. You will be asked to print/sign/return the offer letter at the end of the process.

Your Offer Letter



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th

CIN: U72901MH2016FTC279876

Floor, North and South

Phone: +91 226 229 8000

Tower, Godrej One Godrej Soap

Email: tiaagbs_info@in.tiaa.org

Industrial Area, Vikhroli East Mumbai

Mumbai City MH 400079 IN

December 1, 2020

Rachel Jose
D/O Jose Chacko,
B- 801, Mercury Vasant Galaxy, Off Link Road
Near Picasso Restaurant Bangur Nagar, Goregaon (West) , Motilal Nagar
Mumbai
Maharashtra
India

Dear Rachel:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited (“**GBS**”) or (“**the Company**”), which is a subsidiary of Teachers Insurance and Annuity Association of America (“**TIAA**”) incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Technology Trainee with a start date on or before July 19, 2021 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may

be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your contingent employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your contingent employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (I) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

3.1 Your annual fixed compensation will be 599,710.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your employment with GBS. Please see **Schedule B** attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies (including but not limited to the Company's Employee Handbook), rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and the Employee Handbook and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code and the Employee Handbook are attached.

5. Personal Trading Policy

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors,

designated as “Access Persons”, are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the “Access Persons” and mandates such persons to safeguard the confidentiality of all such information which he/she obtained directly or indirectly during the course of performance of official duties. The policy requires Access Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Access Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) “Access Persons” , are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your contingent employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

- (a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;
- (b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;
- (c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company’s property;
- (d) your failure to comply with the directions given to you by your manager or any other authorised person;
- (e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;
- (f) your breach of the terms or conditions or the Company’s policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;
- (g) you abetting a strike in contravention of any law for the time being in force;
- (h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);
- (i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;
- (j) any misconduct on your part, as provided under law and/or under the Company’s policies.
- (k) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform the duties of the

position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your contingent employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this provisional offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this offer:

(a) **Employment Screening:** This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) **Work Authorization:** Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) **Commissions:** The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) **Prerequisites:** Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) **Payroll Taxes and Withholdings:** All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) **Sensitive Personal Data or Information:** The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing contingent employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) **Indemnification:** You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) **Non-Disparagement:** During the term of your contingent employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) **Governing Law:** Your contingent employment with the Company shall be governed and construed in accordance with the laws of India.

(j) **Jurisdiction:** Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any contingent employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,

Saurabh Yadav
Head –HR Operations

TIAA Global Business Services (India) Private Limited

SCHEDULE B**TERMS AND CONDITIONS ON REMUNERATION****1. Remuneration/Salary**

The salary amount specified above will be prorated based on your start date this year. Salaries are generally payable in arrears and are reviewed each year as part of the Company's annual compensation review. Generally monthly salary is paid on 25th of every month. Your compensation may be amended from time to time by GBS, however, at its sole discretion based on business needs. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

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2.1 In addition to your salary, the Company, in its sole discretion, may also compensate you in the form of a discretionary annual performance based variable compensation award as mentioned above. Any payment of variable compensation by the Company to you at any time neither guarantees, nor should it create, an expectation of any minimum level of incentive compensation in any other year.

2.2 You must be employed by GBS in "good standing" on the payment or grant date to receive a variable compensation award. As used here, "good standing" means that, as determined in the Company's sole discretion, you: (i) have not been terminated, given notice of termination, been suspended or been placed on written or final warning by the Company; (ii) have not resigned or given notice of your intention to resign, and (iii) have maintained an acceptable level of performance. Except as may otherwise be explicitly specified in this letter, all variable compensation awards are fully discretionary (with respect to any decision to make such award to you and/or the amount of any award), do not accrue during the year, and are not guaranteed year-to-year (for example, you could receive no award in a given year). The grant of an award in one year should not be regarded as earned wages or create an expectation of an award for any other year. In making or declining to make these awards, the Company considers factors such as (but not limited to) market, industry and company performance and other business considerations such as overall incentive compensation funding and affordability.

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up**TIAA GBS Corporate Level: Trainee**

SALARY COMPONENTS	INR AMOUNT (Monthly)	INR AMOUNT (Annual)
Basic	19,990	239,884
House Rent Allowance	9,995	119,942
Bouquet of Benefits ~	19,990	239,884
FIXED COMPENSATION (A)	49,976	599,710
RETIRALS BENEFITS		
Employer's Contribution To Provident Fund	2,399	28,786
Gratuity	961	11,533
TOTAL RETIRALS BENEFITS (B)	3,360	40,319
TOTAL REMUNERATION (A + B)**	53,336	640,029

You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards Payment of Bonus Act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

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

4. Leave

During a full calendar year, you are eligible for leave days (referred to by GBS as Paid Time Off (“**PTO**”) days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company’s policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company’s expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.

ACCEPTANCE

I, Rachel Jose, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED (“the Company”) and agree to join on _____ or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign: _____

Name: Rachel Jose


Date: _____

Place: _____

Version 2.0

Your Offer Attachments

*Response

Accept the offer 



Required fields are marked with an asterisk.

1

Please review and accept the offer terms on this page. You will be asked to print/sign/return the offer letter at the end of the process.

Your Offer Letter



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th

Floor, North and South

Tower, Godrej One Godrej Soap

Industrial Area, Vikhroli East Mumbai

Mumbai City MH 400079 IN

CIN: U72901MH2016FTC279876

Phone: +91 226 229 8000

Email: tiaags_info@in.tiaa.org

October 23, 2020

Carol Sebastian

S/O Joseph Sebastian C-8/0/3 Gayatri CHS , Sector 7 Senpada S.O Senpada

Thane

Maharashtra

India

Dear Carol:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited ("GBS") or ("the Company"), which is a subsidiary of Teachers Insurance and Annuity Association of America ("TIAA") incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Technology - Trainee with a start date on or before July 19, 2021 as discussed with your Human Resource representative.

1.2 You are assigned to work out of our Pune, India Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your contingent employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your contingent employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (I) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

3.1 Your annual fixed compensation will be 599,710.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your employment with GBS. Please see **Schedule B** attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies (including but not limited to the Company's Employee Handbook), rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and the Employee Handbook and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code and the Employee Handbook are attached.

5. Personal Trading Policy

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Access Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Access Persons" and mandates such persons to safeguard the confidentiality of all such information which he/she obtained directly or indirectly during the course of performance of official duties. The policy requires Access Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Access Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) "Access Persons", are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your contingent employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

- (a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;
- (b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;
- (c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;

(d) your failure to comply with the directions given to you by your manager or any other authorised person;

(e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;

(f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;

(g) you abetting a strike in contravention of any law for the time being in force;

(h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);

(i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;

(j) any misconduct on your part, as provided under law and/or under the Company's policies.

(k) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your contingent employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this provisional offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this offer:

(a) **Employment Screening:** This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) **Work Authorization:** Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) **Commissions:** The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) **Prerequisites:** Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) **Payroll Taxes and Withholdings:** All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) **Sensitive Personal Data or Information:** The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing contingent employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and voices in marketing

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

(g) **Indemnification:** You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) **Non-Disparagement:** During the term of your contingent employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) **Governing Law:** Your contingent employment with the Company shall be governed and construed in accordance with the laws of India.

(j) **Jurisdiction:** Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any contingent employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,

Saurabh Yadav
Head –HR Operations

TIAA Global Business Services (India) Private Limited

SCHEDULE B

TERMS AND CONDITIONS ON REMUNERATION

1. Remuneration/Salary

The salary amount specified above will be prorated based on your start date this year. Salaries are generally payable in arrears and are reviewed each year as part of the Company's annual compensation review. Generally monthly salary is paid on 25th of every month. Your compensation may be amended from time to time by GBS, however, at its sole discretion based on business needs. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

2. Variable Compensation

2.1 In addition to your salary, the Company, in its sole discretion, may also compensate you in the form of a discretionary annual performance based variable compensation award as mentioned above. Any payment of variable compensation by the Company to you at any time neither guarantees, nor should it create, an expectation of any minimum level of incentive compensation in any other year.

2.2 You must be employed by GBS in "good standing" on the payment or grant date to receive a variable compensation award. As used here, "good standing" means that, as determined in the Company's sole discretion, you: (i) have not been terminated, given notice of termination, been suspended or been placed on written or final warning by the Company; (ii) have not resigned or given notice of your intention to resign, and (iii) have maintained an acceptable level of performance. Except as may otherwise be explicitly specified in this letter, all variable compensation awards are fully discretionary (with respect to any decision to make such award to you and/or the amount of any award), do not accrue during the year, and are not guaranteed year-to-year (for example, you could receive no award in a given year). The grant of an award in one year should not be regarded as earned wages or create an expectation of an award for any other year. In making or declining to make these awards, the Company considers factors such as (but not limited to) market, industry and company performance and other business considerations such as overall incentive compensation funding and affordability.

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS	INR AMOUNT (Monthly)	INR AMOUNT (Annual)
Basic	19,990	239,884
House Rent Allowance	9,995	119,942
Bouquet of Benefits ~	19,990	239,884
FIXED COMPENSATION (A)	49,976	599,710
RETIRALS BENEFITS		
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TOTAL REMUNERATION (A + B)**	53,336	640,029

You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards Payment of Bonus Act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

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

4. Leave

During a full calendar year, you are eligible for leave days (referred to by GBS as Paid Time Off ("PTO") days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company's policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company's expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.

ACCEPTANCE

I, Carol Sebastian, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED (“the Company”) and agree to join on _____ or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign: _____

Name: Carol Sebastian

Date: _____

Place: _____

Version 2.0

Your Offer Attachments

*Response

Accept the offer ▼

BUILT TO PERFORM.

CREATED TO SERVE.

Please review and accept the offer terms on this page. You will be asked to print/sign/return the offer letter at the end of the process.

Your Offer Letter



TIAA Global Business Services (India) Private Limited
Registered office: OFF NO 10th Floor, North and South Tower, Godrej One Godrej Soap Industrial Area, Vikhroli East Mumbai Mumbai City MH 400791N
CIN: U72901MH2016PLC279876
Phone: +91 22 229 8000
Email: hr@tiaa.in

November 24, 2020

Sherwyn Rohit D'Souza
S/O. Rohit D'Souza Room No 11 / A - 1 Ganesh Bhavan Senapati Bapat Marg opp Mahim Railway Station Mahim west Mumbai Mahim Mumbai Maharashtra India

Dear Sherwyn:

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited ("GBS") or ("the Company"), which is a subsidiary of Teachers Insurance and Annuity Association of America ("TIAA") incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

- 1.1 You will assume the responsibility of Trainee, Technology - Trainee with a start date on or before July 19, 2021 as discussed with your Human Resource representative.
- 1.2 You are assigned to work out of our Pune, India Location.
- 1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.
- 1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

- 2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.
- 2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.
- 2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.
- 2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:
 - 2.4.1 You pass all subjects required to be cleared in order for you to graduate your course
 - 2.4.2 You have been given an all cleared Degree by your institution
 - 2.4.3 Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party
 - 2.4.4 All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet
 - 2.4.5 If you are not convicted of a crime or indicted in a criminal activity
- 2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.
- 2.6 Your contingent employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your contingent employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

3. Compensation, Benefits & Reimbursements

- 3.1 Your annual fixed compensation will be 599,710.00 Indian Rupees (INR); subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your employment with GBS. Please see **Schedule B** attached hereto for detailed break-down of the compensation structure.
- 3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

- 4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies (including but not limited to the Company's Employee Handbook), rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.
- 4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and the Employee Handbook and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code and the Employee Handbook are attached.

5. Personal Trading Policy

- 5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Access Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Access Persons" and mandates such persons to safeguard the confidentiality of all such information which he/she obtained directly or indirectly during the course of performance of official duties. The policy requires Access Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Access Persons to complete the mandatory training and mandates the obtaining of pre-clearance approval of their trades before booking a trade in any stock exchange outside India.
- 5.2 For trades on the Indian Stock exchange(s) "Access Persons", are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

- 6.1 Except as provided in Section 1 and Section 2.4.1, your contingent employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.
- 6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:
 - (a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;
 - (b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;
 - (c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;
 - (d) your failure to comply with the directions given to you by your manager or any other authorised person;
 - (e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;
 - (f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;
 - (g) you abetting a strike in contravention of any law for the time being in force;
 - (h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);
 - (i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;
 - (j) any misconduct on your part, as provided under law and/or under the Company's policies.

(k) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other remuneration, that there are no constraints on your ability to accept this offer or fully perform the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers, (c) your contingent employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this provisional offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this offer:

(a) **Employment Screening:** This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or suppressed any material fact or information, the organization may terminate the contract of employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) **Work Authorization:** Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) **Commissions:** The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) **Prerequisites:** Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) **Payroll Taxes and Withholdings:** All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) **Sensitive Personal Data or Information:** The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing contingent employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment, you expressly, willingly and voluntarily agree to (a) the use of your personal images and voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) **Indemnification:** You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

(h) **Non-Disparagement:** During the term of your contingent employment with GBS and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

(i) **Governing Law:** Your contingent employment with the Company shall be governed and construed in accordance with the laws of India.

(j) **Jurisdiction:** Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any contingent employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,

Saurabh Yadav
Head –HR Operations

TIAA Global Business Services (India) Private Limited

SCHEDULE B

TERMS AND CONDITIONS ON REMUNERATION

1. Remuneration/Salary

The salary amount specified above will be prorated based on your start date this year. Salaries are generally payable in arrears and are reviewed each year as part of the Company's annual compensation review. Generally monthly salary is paid on 25th of every month. Your compensation may be amended from time to time by GBS, however, at its sole discretion based on business needs. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

2. Variable Compensation

2.1 In addition to your salary, the Company, in its sole discretion, may also compensate you in the form of a discretionary annual performance based variable compensation award as mentioned above. Any payment of variable compensation by the Company to you at any time neither guarantees, nor should it create, an expectation of any minimum level of incentive compensation in any other year.

2.2 You must be employed by GBS in "good standing" on the payment or grant date to receive a variable compensation award. As used here, "good standing" means that, as determined in the Company's sole discretion, you: (i) have not been terminated, given notice of termination, been suspended or been placed on written or final warning by the Company; (ii) have not resigned or given notice of your intention to resign, and (iii) have maintained an acceptable level of performance. Except as may otherwise be explicitly specified in this letter, all variable compensation awards are fully discretionary (with respect to any decision to make such award to you and/or the amount of any award), do not accrue during the year, and are not guaranteed year-to-year (for example, you could receive no award in a given year). The grant of an award in one year should not be regarded as earned wages or create an expectation of an award for any other year. In making or declining to make these awards, the Company considers factors such as (but not limited to) market, industry and company performance and other business considerations such as overall incentive compensation funding and affordability.

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS	INR AMOUNT (Monthly)	INR AMOUNT (Annual)
Basic	19,990	239,884
House Rent Allowance	9,995	119,942
Bouquet of Benefits ~	19,990	239,884
FIXED COMPENSATION (A)	49,976	599,710
RETIRALS BENEFITS		
Employer's Contribution To Provident Fund	2,399	28,786
Gratuity	961	11,533
TOTAL RETIRALS BENEFITS (B)	3,360	40,319
TOTAL REMUNERATION (A + B)**	53,336	640,029

You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards Payment of Bonus Act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

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

4. Leave

During a full calendar year, you are eligible for leave days (referred to by GBS as Paid Time Off ("PTO") days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company's policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company's expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.

ACCEPTANCE

I, Sherwyn Rohit D'Souza, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED ("the Company") and agree to join on _____ or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign: _____

Name: Sherwyn Rohit D'Souza


Date: _____

Place: _____

Version 2.0

Your Offer Attachments

*Response

Accept the offer 

BUILT TO PERFORM.

CREATED TO SERVE.



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12633947**

May 4, 2021

Aaron Mark Almeida

Dear Aaron Mark Almeida,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Mumbai**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 262593.43** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Aaron Mark Almeida** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 01/07/2021.

Signature: _____

Date: 06/05/2021

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Aaron Mark Almeida**Date: 06/05/2021

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ('the Intellectual Property'), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: 

Name: **Aaron Mark Almeida**

Date: 06/05/2021

FOR OFFICE USE ONLY


Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 4, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

20, Rajabhadur Mansion, 1st Floor,
Ambalal Doshi Marg, Fort, Mumbai - 400 023.
Tel.: (91-22) 2262 0539 / 2269 6791 / 92
Fax : 2265 0410 / 1278

Corporate Offices :

301-308, 3rd Floor, Bhagwati House, Plot A/19,
Veera Desai Road, Andheri (West), Mumbai - 400 058.
Tel.: 91-22-2673 2602 / 2673 2603 / 2673 2604
6570 4167 / 68 / 69 / 70 / 71 • Fax: 91-22-2673 2642

Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

July 08, 2021

Offer of Employment with Dolat Group

Dear Chinmay Gawde,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 12/07/2021.

Dolat Group is pleased to offer you a position of Python Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

You shall receive Rs 1,00,000/- as **Joining Bonus** payable after completion of 6 months from your date of joining. This is subject to your active full-time employment with the organization for 18 months, failure of which, shall require you to fully refund the Joining Bonus sum.

Offer stands cancelled in case of any deviations in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Accept Job Offer,

By signing and dating this letter below, I, Chinmay Gawde accept the job offer of Python Developer by Dolat Group

Signature: _____ Date: _____

Your yearly CTC will be 06.00 LPA (Bifurcations are as in the given annexure)

DOLAT CAPITAL MARKET PVT. LTD.

Corporate Member : The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE), OTC Exchange Of India (OTC)
The Stock Exchange, Ahmedabad (ASE), The Delhi Stock Exchange Association Ltd. (DSE)

20, Rajabhadur Mansion, 1st Floor,
Ambalal Doshi Marg, Fort, Mumbai - 400 023.
Tel.: (91-22) 2262 0539 / 2269 6791 / 92
Fax : 2265 0410 / 1278

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301-308, 3rd Floor, Bhagwati House, Plot A/19,
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Tel.: 91-22-2673 2602 / 2673 2603 / 2673 2604
6570 4167 / 68 / 69 / 70 / 71 • Fax: 91-22-2673 2642

Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990MH1993PTC075189

Offer Letter Contd... ANNEXURE
Chinmay Gawde

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 06 LPA			
<u>Salary Heads</u>		<u>MONTHLY</u>	<u>YEARLY</u>
Basic Salary		19533.00	234396.00
HRA Allow		9767.00	117204.00
Convey Allow		1600.00	19200.00
CCA		16683.00	200196.00
	A	47583.00	570990.00
Fixed/Variables	B		0.00
<u>Flexible Heads</u>			
Food Coupon		1250.00	15000.00
	C	1250.00	15000.00
Mediclaim Policy	D		2000.00
Gratuity	E		12000.00
Allowances	F	0.00	0.00
TOTAL TAKE A To F		48833.00	600000.00

PN: Net take home may change subject to verifying your previous employer's salary & TDS if you are an active employee. TDS on Fixed/Variables will be deducted at the time of its payment. Gratuity base 5 years. Flexible may be changed on request. All in Rounded Figures.

We look forward to an enduring relationship with you.

Yours Sincerely,



JIGAR P SHAH – Dolat Capital Market Pvt Ltd



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12634041**

May 4, 2021

Meera Ghaskadvi

Dear Meera Ghaskadvi,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Mumbai**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 262593.43** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India


phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Meera Ghaskadvi** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 01/07/2021.

Signature:  Date: 05/05/2021

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>


2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: Name: **Meera Ghaskadvi** Date: 05/05/2021

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ('the Intellectual Property'), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

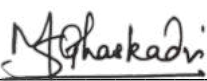
I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature:  _____

Name: **Meera Ghaskadvi**

Date: 05/05/2021

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 4, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: 12633940

May 4, 2021

Jaini Shah

Dear Jaini Shah,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Mumbai, India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 262593.43** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up to the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For Oracle Financial Services Software Ltd

Bindu Venkatesh

Vice President – Human Resources & Training

ORACLE®

Oracle Financial Services Software Limited

Oracle Park

Off Western Express Highway

Goregaon (East)

Mumbai, Maharashtra - 400 063

India

phone: +91 22 618 9000

fax: +91 22 618 3001

oracle.com/financialservices

CIN: L1200MH1999PLC00466

OFFER LETTER ACCEPTANCE:

I, **Jaini Shah** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from July 2021.

Signature:  Date: 05/05/2021

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:

A. Educational Qualification

- Graduation – degree certificate and / or marks cards of all years / semesters
- Post-Graduation – degree certificate and/ or marks cards of all years / semesters

B. Work Experience

- Experience & relieving certificates or resignation acceptance letter of your current employer.

3. In addition, you are required to submit the following:

- 4 passport size photographs in color with white background
- Copy of Work Permit (in the case of Expatriates)
- Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
- Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

- The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
- Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____



Name: Jaini Shah

Date: 05/05/2021

APPENDIX II

ORACLE®

PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ("the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.


I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: 

Name: Jaini Shah

Date: 05/05/2021

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature: 

Date: May 4, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12636657**

May 5, 2021

Rohin Vaidya

Dear Rohin Vaidya,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Pune**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 214357.81** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Rohin Vaidya** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.



Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Signature: _____

Name: **Rohin Vaidya** Date: _____

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ('the Intellectual Property'), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Rohin Vaidya**

Date: _____

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:

Date: May 5, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12635727**

May 3, 2021

Shivam Yadav

Dear Shivam Yadav,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Bengaluru**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 214357.81** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Shivam Yadav** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.



Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Signature: _____

Name: **Shivam Yadav** Date: _____

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ("the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Shivam Yadav**

Date: _____

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 3, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



**Deloitte & Touche Assurance &
Enterprise Risk Services India
Private Limited**

Opposite to Meenakshi Tech park,
11th Floor,
Survey No 41, Gachibowli Village,
Ranga Reddy,
Hyderabad, Telangana – 500032

Tel: +91 040 67621000
www.deloitte.com

Mr. Nash Rajesh Vaz
Angel, Darseng, Gomesali, Nirmal, Nalasopara(W)
Po - Sopara , Tal - Vasai , Dist - Palghar,
Mumbai - 401304

Dear Nash Rajesh Vaz

On behalf of **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer" or "Company"), I am pleased to inform you that we are extending an offer as an **Intern-Analyst - Deloitte Risk and Financial Advisory** for a period of **One year** and we are excited with the prospect of you joining our organization on **August 16, 2021**. The Deloitte U.S. India ("USI") **Intern-Analyst - Deloitte Risk and Financial Advisory** Training program is for a duration of **One year** beginning **August 16, 2021** to **August 12, 2022**. At the end of this duration of **Intern-Analyst - Deloitte Risk and Financial Advisory** Training, you may be confirmed with an offer of employment as an **Analyst**, subject to successful completion of the training and related performance requirements during your Internship training period, unless extended or terminated earlier by you or the Employer in writing in accordance with the terms of your employment, including the terms and conditions as detailed in **Annexure B**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your Internship, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

Your **Intern-Analyst - Deloitte Risk and Financial Advisory** training with **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer" or "Company") will be located in **Hyderabad**.

During this period, you will be receive an Annual stipend of **Rs.250008/-**, divided and paid in twelve monthly instalments after due deductions of TDS. You will receive a joining bonus of **Rs.70,000/-** at the time of joining. On successful completion of training, you will be paid a training bonus of **Rs.75,000/-** along with your first salary as a confirmed employee as an Analyst. You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, subject to the applicable taxes, policies and practices of the Employer.

In addition, you will receive a one-time payment of **Rs.20,000/-** towards your travel and relocation assistance as applicable under the policies.

Your Intern-Analyst trainee period with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the “Deloitte U.S. Firms”) require their personnel to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer’s Independence Representations requirements, as further explained in **Annexure B**.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

We look forward to you joining our team.

Sincerely,


For Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited

Best regards,

Authorized Signatory

Acceptance

I, **Nash Rajesh Vaz** , hereby accept the terms and conditions of this **Intern-Analyst - Deloitte Risk and Financial Advisory** offer. Please sign and date your Acceptance

DocuSigned by:

6667019307A4476...

Signature

Date

CONFIRMATION PAGE

The undersigned hereby confirms that he/she has signed and accepted the **Annexure B**, Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement (“Agreement”) in consideration of his/her Intern-Analyst training with Deloitte **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** subject to the following:

- The Agreement terms shall continue to be valid during the program engagement with Deloitte and shall survive post-employment.
- The conditions relating to Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Your notice period will be 30 days.
- Any reference to “Employment” in the Agreement shall mean “Intern-Analyst Training program”. The program does not create employment related obligations for the Employer or the Employee.
- Any reference to “Employer” in the Agreement shall mean “Company”.
- Any reference to myself as an “Employee” in the Agreement shall mean “Intern-Analyst”. The program does not create employee-employer relationship.
- Any reference to “Employment Agreement” in the Agreement shall mean “Intern-Analyst Training Agreement”.

Signed and Accepted

Nash Rajesh Vaz

Date: _____

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the “Agreement”) is effective as of **August 16, 2021** (“Effective Date”) is by and between:

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (referred to as “Company”) **Nash Rajesh Vaz**, residing at **Mumbai** (referred to as “Recipient”) hereby agree as follows:

1. The Recipient has applied to the Company for an Intern-Analyst Trainee Program with the Company (referred to as “Internship”). The Company has accepted the application of the Recipient for Intern-Analyst Trainee at the Company’s premises from **August 16, 2021** to **August 12, 2022**.
2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
3. In consideration of the Recipient’s participation in the Intern-Analyst Trainee program, the Recipient, for himself/ herself and their heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited (“DTTL”) and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively “Released Parties”) from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney’s fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient’s participation in or association with the Intern-Analyst Trainee program, including any travel to or return from the Internship at the Company’s premises.
4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion,

presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the “Confidential Information”) from the Effective Date onwards.

5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.
6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone;
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company’s prior written approval, destroy all Confidential Information and copies thereof.
7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by Recipient, but shall be in addition to all other remedies available to the Company at law or in equity.
8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys’ fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.
9. Waivers and Amendments
 - (i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.
 - (ii) No amendment or waiver shall be valid unless in writing and signed by both parties.
10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited	Nash Rajesh Vaz Date Place: Mumbai
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Nash Rajesh Vaz

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement (“Employment Agreement”)

In consideration of my employment by **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (the “Employer”) as **Intern-Analyst - Deloitte Risk and Financial Advisory** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. **Defined Terms.** The italicized terms in this agreement (the “Employment Agreement”) are defined in **Exhibit A** hereto.
2. ***Pre-existing Agreements or Arrangements.*** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer’s offer of *Employment* or my becoming, and serving as, **Intern-Analyst - Deloitte Risk and Financial Advisory** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency’s decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. **Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing in **Exhibit C** to this Employment Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.
4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential*

Information to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.
6. **Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.
7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.
8. **Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems*. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations; Personal Creations.*** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.
12. ***Post-Employment Restriction re: Clients.*** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, for a period of one year following the termination of my *Employment* for any reason, I will not, directly or indirectly, solicit or provide services to any client or prospective client of a *Deloitte Entity* to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my *Employment*.
13. ***Exceptions to Post-Employment Restriction re: Clients.*** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
14. ***Future Employment with Clients.*** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly

harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. **Restriction re: *Personnel* and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated, (b) participate in the hiring or admission of any *Personnel*, or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
16. **Post-Employment Restrictions re: *Deloitte Property*.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST-EMPLOYMENT OBLIGATIONS

17. **Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.
18. **Notification of Post-Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.
19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and

conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.
22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in [HYDERABAD: Hyderabad, Andhra Pradesh, India] [MUMBAI: Mumbai, Maharashtra, India] [BENGALURU: Bengaluru, Karnataka, India] [GURGAON: Gurgaon, Haryana, India] and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.
25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.
27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.
28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.
29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.
30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.
31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **August 16, 2021**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature

Name

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes *PII* when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with *PII* that is not business contact information, it is included in the definition of *PII*.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement,

including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the *PCAOB*, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:

DELOITTE & TOUCHE ASSURANCE & ENTERPRISE RISK SERVICES INDIA PRIVATE LIMITED



OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Name

Date

EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client

Specified Kind of Services(s) Permitted

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

Signature

Name

Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT (“Employment Agreement”)

You will be expected to sign the Employer’s Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release (“APR”) 213 is the Employer’s policy prohibiting harassment. Deloitte LLP's subsidiaries located in India (“Deloitte India (Offices of the US)”) are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining *Deloitte U.S. India*.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer’s policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **30 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)’s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.

- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **August 16, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name



**Deloitte & Touche Assurance &
Enterprise Risk Services India
Private Limited**

Opposite to Meenakshi Tech park,
11th Floor,
Survey No 41, Gachibowli Village,
Ranga Reddy,
Hyderabad, Telangana – 500032

Tel: +91 040 67621000
www.deloitte.com

Ms. Ria Michael D'Mello
382, Jasper , Dontalav Vatar , Virar West
P0-Agashi , Arnala Vasai Road , Tal- Vasai, District-Palghar,
Mumbai - 401301

Dear **Ria Michael D'Mello**

On behalf of **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer" or "Company"), I am pleased to inform you that we are extending an offer as an **Intern Analyst - Deloitte Risk and Financial Advisory** for a period of **One year** and we are excited with the prospect of you joining our organization on **August 16, 2021**. The Deloitte U.S. India ("USI") **Intern Analyst - Deloitte Risk and Financial Advisory** Training program is for a duration of **One year** beginning **August 16, 2021** to **August 12, 2022**. At the end of this duration of **Intern Analyst - Deloitte Risk and Financial Advisory** Training, you may be confirmed with an offer of employment as an **Analyst**, subject to successful completion of the training and related performance requirements during your Internship training period, unless extended or terminated earlier by you or the Employer in writing in accordance with the terms of your employment, including the terms and conditions as detailed in **Annexure B**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your Internship, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

Your **Intern Analyst - Deloitte Risk and Financial Advisory** training with **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer" or "Company") will be located in **Hyderabad**.

During this period, you will be receive an Annual stipend of **Rs.250008/-**, divided and paid in twelve monthly instalments after due deductions of TDS. You will receive a joining bonus of **Rs.70,000/-** at the time of joining. On successful completion of training, you will be paid a training bonus of **Rs.75,000/-** along with your first salary as a confirmed employee as an Analyst. You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, subject to the applicable taxes, policies and practices of the Employer.

In addition, you will receive a one-time payment of **Rs.20,000/-** towards your travel and relocation assistance as applicable under the policies.

Your Intern-Analyst trainee period with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the “Deloitte U.S. Firms”) require their personnel to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer’s Independence Representations requirements, as further explained in **Annexure B**.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

We look forward to you joining our team.

Sincerely,

For Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited

Best regards,

Authorized Signatory

Acceptance

I, **Ria Michael D'Mello** , hereby accept the terms and conditions of this **Intern Analyst - Deloitte Risk and Financial Advisory** offer. Please sign and date your Acceptance

Signature

Date

CONFIRMATION PAGE

The undersigned hereby confirms that he/she has signed and accepted the **Annexure B**, Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement (“Agreement”) in consideration of his/her Intern-Analyst training with Deloitte **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** subject to the following:

- The Agreement terms shall continue to be valid during the program engagement with Deloitte and shall survive post-employment.
- The conditions relating to Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Your notice period will be 30 days.
- Any reference to “Employment” in the Agreement shall mean “Intern-Analyst Training program”. The program does not create employment related obligations for the Employer or the Employee.
- Any reference to “Employer” in the Agreement shall mean “Company”.
- Any reference to myself as an “Employee” in the Agreement shall mean “Intern-Analyst”. The program does not create employee-employer relationship.
- Any reference to “Employment Agreement” in the Agreement shall mean “Intern-Analyst Training Agreement”.

Signed and Accepted

Ria Michael D'Mello

Date: _____

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the “Agreement”) is effective as of **August 16, 2021** (“Effective Date”) is by and between:

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (referred to as “Company”) **Ria Michael D'Mello**, residing at **Mumbai** (referred to as “Recipient”) hereby agree as follows:

1. The Recipient has applied to the Company for an Intern-Analyst Trainee Program with the Company (referred to as “Internship”). The Company has accepted the application of the Recipient for Intern-Analyst Trainee at the Company’s premises from **August 16, 2021** to **August 12, 2022**.
2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
3. In consideration of the Recipient’s participation in the Intern-Analyst Trainee program, the Recipient, for himself/ herself and their heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited (“DTTL”) and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively “Released Parties”) from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney’s fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient’s participation in or association with the Intern-Analyst Trainee program, including any travel to or return from the Internship at the Company’s premises.
4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion,

presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the “Confidential Information”) from the Effective Date onwards.

5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.
6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone;
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company’s prior written approval, destroy all Confidential Information and copies thereof.
7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by Recipient, but shall be in addition to all other remedies available to the Company at law or in equity.
8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys’ fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.
9. Waivers and Amendments
 - (i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.
 - (ii) No amendment or waiver shall be valid unless in writing and signed by both parties.
10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited	Ria Michael D'Mello Date Place: Mumbai
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Ria Michael D'Mello

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement (“Employment Agreement”)

In consideration of my employment by **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (the “Employer”) as **Intern Analyst - Deloitte Risk and Financial** Advisory and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. **Defined Terms.** The italicized terms in this agreement (the “Employment Agreement”) are defined in **Exhibit A** hereto.
2. ***Pre-existing Agreements or Arrangements.*** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer’s offer of *Employment* or my becoming, and serving as, **Intern Analyst - Deloitte Risk and Financial** Advisory of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency’s decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. **Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing in **Exhibit C** to this Employment Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.
4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential*

Information to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.
6. **Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.
7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.
8. **Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems*. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations; Personal Creations.*** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.
12. ***Post-Employment Restriction re: Clients.*** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, for a period of one year following the termination of my *Employment* for any reason, I will not, directly or indirectly, solicit or provide services to any client or prospective client of a *Deloitte Entity* to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my *Employment*.
13. ***Exceptions to Post-Employment Restriction re: Clients.*** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
14. ***Future Employment with Clients.*** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly

harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. **Restriction re: *Personnel* and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated, (b) participate in the hiring or admission of any *Personnel*, or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
16. **Post-Employment Restrictions re: *Deloitte Property*.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST-EMPLOYMENT OBLIGATIONS

17. **Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.
18. **Notification of Post-Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.
19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and

conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.
22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in [HYDERABAD: Hyderabad, Andhra Pradesh, India] [MUMBAI: Mumbai, Maharashtra, India] [BENGALURU: Bengaluru, Karnataka, India] [GURGAON: Gurgaon, Haryana, India] and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.
25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.
27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.
28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.
29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.
30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.
31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **August 16, 2021**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature

Name

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes *PII* when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with *PII* that is not business contact information, it is included in the definition of *PII*.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement,

including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the *PCAOB*, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:

DELOITTE & TOUCHE ASSURANCE & ENTERPRISE RISK SERVICES INDIA PRIVATE LIMITED



OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Name

Date

EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client

Specified Kind of Services(s) Permitted

Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited



OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

Signature

Name

Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT (“Employment Agreement”)

You will be expected to sign the Employer’s Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release (“APR”) 213 is the Employer’s policy prohibiting harassment. Deloitte LLP's subsidiaries located in India (“Deloitte India (Offices of the US)”) are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining *Deloitte U.S. India*.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer’s policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **30 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)’s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.

- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **August 16, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Signature

Name



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12633820**

May 4, 2021

Ariane Correa

Dear Ariane Correa,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Mumbai**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 262593.43** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Ariane Correa** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 21st June, 2021.

Signature:  Date: 5th May, 2021.

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Ariane Correa**Date: 5th May, 2021.

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ("the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature:  _____

Name: **Ariane Correa**

Date: 5th May, 2021.

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 4, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12634080**

May 4, 2021

Calista Fernandes

Dear Calista Fernandes,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Mumbai**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 262593.43** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Calista Fernandes** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.



Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Signature: _____

Name: **Calista Fernandes** Date: _____

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ('the Intellectual Property'), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Calista Fernandes**

Date: _____

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 4, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12634185**

May 3, 2021

Sahil Gupta

Dear Sahil Gupta,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Bengaluru**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 214357.81** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Sahil Gupta** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- A. Educational Qualification
 - a) Graduation – degree certificate and / or marks cards of all years / semesters
 - b) Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - B. Work Experience
 - a) Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- a) 4 passport size photographs in color with white background
 - b) Copy of Work Permit (in the case of Expatriates)
 - c) Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - d) Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.



Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Signature: _____

Name: **Sahil Gupta** Date: _____

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ("the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Sahil Gupta**

Date: _____

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:

Date: May 3, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12634255**

May 4, 2021

Leesa Menezes

Dear Leesa Menezes,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Mumbai**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 262593.43** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Leesa Menezes** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from 21st June 2021.

Signature:  Date: 5/5/2021

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS**PROVIDENT FUND/ EMPLOYEE PENSION SCHEME**

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>


2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____Name: **Leesa Menezes** Date: 5/5/2021

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ("the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: 

Name: **Leesa Menezes**

Date: 5/5/2021

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 4, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our [Life at Oracle](#) employee video series for firsthand accounts of what it is like to work at Oracle and learn more [about Oracle](#) and [our product offerings](#).

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl

Executive Vice President of Human Resources, Oracle

Reference ID: **12636698**

May 5, 2021

Kevin Cheruthuruthy

Dear Kevin Cheruthuruthy,

We are pleased to offer you employment in the position of **Associate Consultant** with **Oracle Financial Services Software Limited ("OFSS")**. Your base of operation is **Pune**, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of **INR 600000** payable over twelve (12) months. In addition, you will be eligible to participate in the standard bonus compensation plan relevant to your role and line of business.

You will also be eligible to participate in the consulting bonus plan applicable to your role and your Line of Business and region. The consulting bonus plan depends on a number of factors, including the performance of the company, the line of business, your performance and funding by the line of business.

At your career level, you may be eligible to earn a Consulting Bonus of up to **INR 55781** per annum. Calculation of the bonus, and payment thereof, is subject to the discretion of the company. Consulting bonus will be paid out subject to you being on the rolls of the company at the time the bonus is paid out. The company may at any time and in its sole and absolute discretion, amend, suspend, vary, withdraw and modify any of the terms and conditions of the consulting bonus plan.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
Basic Salary	251012
Flexible Benefit Plan (FBP) **	306793
Annual Gross Pay (AGP)	557805
Company's Contribution to PF	30121
Company's Contribution to Gratuity	12074
Total Gross	600000

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 214357.81** towards relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up to the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.

Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment

Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and satisfactory completion of Oracle's pre-employment background screening process (including verification of educational qualifications and credentials). If you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

Once all the information has been obtained and you have satisfactorily completed and passed Oracle's pre-employment background screening process, you will be advised of your commencement date. Upon commencement with Oracle, a final background check will be undertaken in respect of your former employment as may be applicable. In the event that you have provided incorrect, false or misleading information in relation to your former employment, your employment with Oracle will immediately be terminated without any notice.

In the event that you have commenced working for Oracle prior to completion of the background screening process, and have subsequently fail any of the checks, validation or approval, or have not co-operated or provided assistance in undergoing such checks, validation or approval process, your employment will be terminated with immediate effect without any claim against, or liability to Oracle.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

New employees are inducted **every Monday beginning 09:00 am**. You may therefore choose to commence on any Monday based on prior confirmation. On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

If you have any questions regarding the conditions of your offer, please feel free to contact your HR Rep **Smitha Oswal** at **91-22-67183091**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For **Oracle Financial Services Software Ltd**





Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Bindu Venkatesh

Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

I, **Kevin Cheruthuruthy** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

EMPLOYMENT AGREEMENT & EMPLOYMENT BENEFITS

This section sets out Oracle's terms of employment and some of Oracle's current benefits extended to employees. Regular full time employees are eligible for these benefits, subject to Company's policies, rules and guidelines. However these benefits are pro-rated for Part time and Temporary employees. Oracle reserves the right to review these benefits on a regular basis and make adjustments or withdrawals where appropriate. These benefits shall cease upon termination of your employment with Oracle, and may also cease if you take long-term personal leave of absence.

You will need to check with your local HR team for details.

I) TERMS OF EMPLOYMENT

REMUNERATION PAYMENT ADVICE

Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

Your remuneration will be subject to annual review, or at such times as may be appropriate. Review dates are set by Corporate Headquarters. We strongly urge you to seek professional income tax advice on your personal tax commitments on cash compensation, stock options and any private investments. Please ensure that you are aware of the necessary implications as applicable to your individual situation. The Company will review your performance throughout your employment. A performance review will not necessarily result in a salary increase.

You will appreciate that information relating to your remuneration package is strictly confidential and hence request you to maintain this confidentiality.

WORK HOURS

You are bound by the rules relating to working hours, shift timing, rest interval, leave and related matters which are currently in force or may be introduced from time to time. You may from time to time also be required to work at different times, including at night.

TRAVEL AND TRANSFERS

During your employment with Oracle, you may be expected to travel to customer sites and other Oracle offices should there be a need. Oracle may also in its discretion transfer you to another job, department, branch, office or customer site (which is in existence either at the time of your appointment or is established, acquired or otherwise comes into existence in the future), whether situated in the same location or other locations in India or abroad. You may also be required to transfer to another company which is affiliated with or related to the Company or in which the Company has an interest.

Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by Oracle's transfer policy.

Reasonable relocation costs (as determined by Oracle) may be paid if applicable, subject to Oracle's Relocation Policy in effect at the time of such relocation.

In the event of transfer of your employment to any company in Oracle Corporation, your new employment will be subject to the terms of this Agreement until you sign another one with the new employing company.

VISA

For non-India citizens, you may not commence employment unless you have a legal entitlement to live and work in India. Your employment period will be subject to the approval of your work permit by the Immigration Department. Subsequent renewal or extension thereon is also subjected to Oracle Management and Immigration approvals.

OBLIGATIONS TO THE COMPANY

You are required to:

- a) Follow all reasonable and lawful directions of your manager or of any authorized person in the course of employment;
- b) Devote your working time and attention to the business of the Company and perform the duties assigned to you to the best of your abilities, in good faith and in compliance with the law;
- c) Thoroughly familiarise yourself with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time, including Oracle's Code of Ethics and Business Conduct, a copy of which is included in the Offer Packet;
- d) Undertake all mandatory training within 30 days of commencement of employment with the Company and thereafter at regular intervals as may be required, including completion of Oracle's Ethics and Business Conduct course available on-line through the Oracle intranet and accessible to all employees at the following URL: <http://my.oracle.com/content/web/CNT244762>
- e) Review and abide by all policy communications and any guidelines, which may be sent to you from time to time by way of electronic mail notification and/or the Oracle intranet.

CODE OF ETHICS AND BUSINESS CONDUCT

Your adherence to the Oracle Code of Ethics and Business Conduct is vital to Oracle and to your success at Oracle. When you accept this letter of offer, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. The Oracle Code of Ethics and Business Conduct and Oracle Policies are available on the APAC HR website, accessible to all employees from myoracle Home Page.

You agree, after beginning employment, to access the APAC and India HR Website and thoroughly familiarize yourself with Oracle's policies as amended from time to time. These policies do not form part of your contract of employment. However, you are expected to abide by these policies. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

All information, documentation and resources, however provided, remain at all times the confidential property of the Company. You will not disclose the same to any third party or use them for personal benefit or gain without prior authorisation from the Company. It is a condition of your employment that you accept and abide by the terms of the Proprietary Information Agreement included in the offer packet. Any breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

You shall not knowingly export directly or indirectly any U.S origin technical data to those countries for which a U.S and/or Indian export license is required under U.S and/or Indian Export Administration Regulations without obtaining from the U.S Department of Commerce and/or the Indian Government a license authorizing

to export.

PRIVACY AND PERSONAL DATA TRANSFER

Oracle may collect and use your personal information for a variety of purposes related to your employment with Oracle, including without limitation processing job applications, administering payroll and benefits, travel, general employment management, job assignment and service delivery, and compliance with legal and regulatory requirements to which Oracle is subject directly or indirectly.

Oracle may transfer employment-related records from global jurisdictions in which Oracle subsidiaries operate to Oracle America, Inc. for centralization purposes. Such transfers are accomplished under the terms of Oracle's Agreement for the International Transfer of Personal Information within the Oracle Group which specifies internal data processing principles as well as specific physical, technical and organizational security measures for the handling of such records. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Oracle may also share your personal information with third parties as necessary in connection with employment, service delivery, corporate governance, corporate acquisitions and compliance with legal or regulatory requirements and activities.

CESSATION OF EMPLOYMENT

Termination of employment by either party shall be one month's notice in writing or payment in lieu of notice. Such notice may not be offset by unused leave. Oracle may end this contract and terminate your employment immediately without notice or further compensation to you:

- If your actions at any time constitute a serious breach of Oracle's standards of behavior and/or employment conditions, including but not limited to, any breach of any of the provisions of this Employment Agreement, the Proprietary Information Agreement or the Code of Ethics and Business Conduct; you are guilty of any serious misconduct or willful neglect in the discharge of your employment duties; or you engage in any conduct of a criminal nature (including but not limited to assault, theft and fraud).
- If it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light. This offer is made on the understanding that all information given by you in the application/employee data form/during the interview, or data provided by you prior to or at the time of joining the Company is true and accurate.
- If you do not pass the qualifying examination in the first attempt and if you have any arrears till the final examination. (APPLICABLE ONLY TO CAMPUS/FRESHERS HIRES)

DEDUCTIONS

During your employment or upon termination of your employment for any reason, Oracle may deduct from your salary (including holiday pay) or outstanding expenses claims, any overpayments, outstanding debts or monies owed by you to the Company or the value of any unreturned Company property.

JOB ASSIGNMENTS

You may during the course of your employment be given assignments based on the Company's reasonable business needs which the Company considers are suited to your background, qualifications and/or experience. In addition, based on the reasonable business needs of the company, you may be moved between the manager and individual contributor job roles as required. You shall not refuse to carry out any assignment or role solely on the ground that it has not been or does not form part of your usual duties. You will not be entitled to any additional compensation for carrying out such assignment or role if, in the opinion of the Company, the job or the duties are equivalent to your initial position or duties.

RETIREMENT

You will retire from service on completion of 60 years of age. Thereafter the company may offer you a new employment contract at its discretion.

JURISDICTION

In the event of any dispute regarding the terms and conditions of your employment, you agree that you will be subject to the jurisdiction of the relevant courts and the laws of Mumbai, India.

JOINING FORMALITIES

You are requested to follow the formalities set out in this Employment Agreement to complete your joining formalities.

II) FLEXIBLE BENEFITS PLAN (FBP)

The FBP is a component of your gross compensation package as specified in your offer letter that accompanies this document. The FBP intends to provide you with flexibility to plan your expenditure and income tax. You will be eligible to claim the benefits under FBP under its various heads subject to (a) aggregate of such heads not exceeding the maximum FBP amount mentioned in the offer letter and (b) the guidelines/ norms mentioned in the table below:

S.No.	Benefits	Value (per annum)	Details
A.	House Rent Allowance	Minimum of 5% and up to a maximum of 50% of Basic salary	Tax exemption will be extended as per Tax laws
B	Leave Travel Allowance	Up to 7.5% of Basic	Will be reimbursed against actual bills subject to prevailing Indian Income Tax regulations. Any unclaimed amount, will be paid as per company policy, subject to tax.
C	Employer contribution towards Superannuation Fund -	This is an optional scheme. If opted by the employee will be given one time option at the time of joining and subject to FBP balance being available, the company contribution shall be at a fixed rate of either 5% or 10% of Basic salary.	The option to contribute to Superannuation fund can be exercised only once during the employment at Oracle India and at the time of joining. If Superannuation is opted for, any statutory outflows, levies on account of Superannuation contributions would be to your account.
D	Employer contribution towards National Pension Scheme (NPS)	This is an optional scheme. If opted by the employee and subject to FBP balance being available employee can request company to contribute a minimum of INR 6000 per annum and not exceeding 10% Basic salary.	Contribution towards NPS will commence once the Permanent Retirement Account Number (PRAN) as per the scheme is submitted to the company. Till the PRAN details are submitted, any amount chosen towards NPS, will be paid as part of Special Allowance. If an employee opts for this benefit then every year employee would have the ability to vary the employer's contributions to NPS within the limit specified subject to a minimum contribution of INR 6000 per annum. A new hire without an earlier active NPS account will have the ability to opt for this benefit within the scope of this FBP only in the month of April of the following

			year. For more details regarding the NPS, please refer to the following link. http://pfrda.org.in/
E	Special Allowance	Remaining FBP amount	FBP amount as per offer, less the total amount distributed to benefits, as mentioned above. This will be paid subject to Tax.

Note:

1. It is to be understood that the above FBP components can't be claimed as a matter of right. Employee's leverage of the FBP is dependent upon the FBP amount mentioned in the offer letter.
2. You are required to declare on the day of your joining employment and once during every financial year in April, the FBP components that you would like to opt for and the amounts that you would like to allocate based on the total FBP amount applicable to you.
3. The FBP allocation shall be such that at the minimum, the allocation towards House Rent Allowance and Special Allowance together with the Basic Salary that has been offered to you, shall not be less than INR 253,200 p.a.

You are only eligible for these benefits, perquisites and entitlements after you have joined the Company and subject to the Company's policies, rules, procedures and/or guidelines that may be issued and/or amended from time to time. All benefits, perquisites and entitlements (including reimbursements) are subject to any relevant and applicable Income Tax provisions, including taxation on perquisite value.

These benefits, perquisites and entitlements shall cease upon the termination of your employment with the Company. They may also cease if you take unpaid leave. You should check with your local HR team for details.

III) OTHER BENEFITS

PROVIDENT FUND/ EMPLOYEE PENSION SCHEME

You will be required to subscribe to the Provident Fund/Employee Pension Scheme as may be applicable to you. The Company will contribute 12% of your Basic salary toward this fund/ scheme.

If you are holding any travel document other than an Indian Passport, you will be treated as an "International Worker," in accordance with the provisions of the Provident Fund Act. Please refer to http://www.epfindia.com/site_en/International_workers.php?id=sm3_index for further details.

GRATUITY

Gratuity will be payable in line with the statutory provisions, upon separation from the Company, subject to completion of minimum of five years of employment with the Company.

HOUSE RENT SECURITY DEPOSIT

Any employee entering a new personal lease for rental accommodation for his/her self is eligible to apply for an advance to pay for the security deposit as per company policy. In accordance with the Company's policy, this advance will be recovered from the employee's salary in installments.

MEDICAL INSURANCE

All employees, their spouse and three dependent children will be enrolled under the Company's Group Medical Insurance scheme.

In addition, employees have an option to enroll dependent parents under the scheme on the day of their joining Oracle. If opted, the premium for parents, as applicable from time to time, will be recovered from the employee's salary.

Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrolment, employees are required to provide, immediately on joining, all information necessary for the group insurance policy.

The claims settlement will be as per the Insurance Policy and Co-pay guidelines of the Company. Co-pay is an arrangement wherein a percentage of total claim amounts will be settled by the Insurance Company and the remaining percentage is borne by the employees. The claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

The Company reserves the right to modify the terms and conditions of the medical insurance scheme from time to time.

GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the Company has subscribed to group term life insurance. The insurance coverage is equivalent to two times Annual Gross Pay (AGP) or Rs. 10 Lac (whichever is higher), payable in the event of demise of an employee, subject to the terms and conditions of the insurance policy.

If the sum insured per aforesaid policy exceeds a particular limit then the extent of insurance benefit will be determined by the Insurers subject to certain reviews & evaluations by the Insurance Company. For further details on this, you can refer to the Total Rewards section of the India HR portal.

Employees on attaining 60 years of age will be covered under this policy, subject to renewal of the employment contract, the employees producing the Good Health Certificate and also clearing the required medical tests prescribed by the Insurance Company.

GROUP PERSONAL ACCIDENT INSURANCE

You will be covered under the Oracle Group Personal Accident Policy, for any partial or total disablement arising out of an accident, subject to the terms and conditions of the said policy.

IV) VARIABLE PAY

- a) Your variable compensation is dependent on your role in the Company. Change in role can also mean a change in variable pay. In such case you would be required to adopt the variable associated with your next role and the global standard for this role, which may be at a different level - either higher or lower than the role you are vacating.
- b) If you move to a new role with a different variable compensation plan, your Base Pay (AGP) and Variable pay might be adjusted including reduction in Base Pay as applicable to the new role.

V) JOINING FORMALITIES

1. You are requested to report at the following address depending on your place of posting, on the stipulated date of joining to complete your joining formalities:

Bangalore (Global Axis)	Chennai	Mumbai (GO)	Pune
<p>Oracle Financial Services Software Ltd. Gopalan Enterprises Pvt. Ltd. (SEZ) Global Axis, Unit – I, #152, EPIP Zone, Whitefield, Bangalore - 560066 India</p> <p>Tel : +91 80 49180000 Tel : +91 80 33480000 Fax : +91 80 66952300</p> <p>Contact Person : Gireesh PS</p> <p>Contact No : +91 80 49184595</p>	<p>Oracle Financial Services Software Ltd. Green I Tech, # 5 Muthiah Mudali Street, Off Cathedral Road Chennai - 600 086 India</p> <p>Tel : +91 44 6696 1000 Fax : +91 44 6678 4001</p> <p>Contact Person : Sopna Devi</p> <p>Contact No : +91 44 66961550</p>	<p>Oracle Financial Services Software Ltd. (GO) Oracle Park, Off Western Express Highway Goregaon (East) Mumbai - 400 063 Maharashtra India</p> <p>Tel : +91 22 6718 3000 Fax : +91 22 6718 3001</p> <p>Contact Person : Rima Shah</p> <p>Contact No : +91 22 67182122</p>	<p>Oracle Financial Services Software Ltd. Oracle Park, Ambrosia, Pune - 411 021 Maharashtra India</p> <p>Tel : +91 20 6656 2000 Fax : +91 20 6656 2012</p> <p>Contact Person : Sunita Mokar</p> <p>Contact No : +91 20 66562127</p>

2. At the time of your joining, you are required to submit a copy of the following testimonials:
- Educational Qualification
 - Graduation – degree certificate and / or marks cards of all years / semesters
 - Post-Graduation – degree certificate and/ or marks cards of all years / semesters
 - Work Experience
 - Experience & relieving certificates or resignation acceptance letter of your current employer.
3. In addition, you are required to submit the following:
- 4 passport size photographs in color with white background
 - Copy of Work Permit (in the case of Expatriates)
 - Proof of identity (e.g.: Passport, Driver's license, PAN card, Ration card, Voter ID card)
 - Duly completed Declaration Form for Aadhaar Number, which is required by the Provident Fund Authority for the purpose of enrolling you for PF benefit and remittance of PF contributions. This is a mandatory requirement in order to obtain a Universal account Number (UAN) or link your current UAN, if any, with Oracle's PF Code, which is required for the purpose of enrolling employees under the Employee provident Fund and Employee Pension Scheme, for which there is no alternative. This declaration form will be provided to you on the day of your joining.

Note: In case you do not have Passport and PAN Card, it is mandatory for you to apply for one within 15 days of joining. You will need to submit a copy of the application receipt for the same to the On boarding team.

4. The induction would be commencing at 9.00 am on your confirmed date of joining. However, you are requested to report at the venue latest by 8:45 am.
5. Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosure duly completed would help us to complete the joining formalities seamlessly. Your cooperation is solicited in complying with the above.

Acknowledgement:

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Kevin Cheruthuruthy**

Date: _____

APPENDIX II



PROPRIETARY INFORMATION AGREEMENT

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorised third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to Oracle; and I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.
3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world

(including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ("the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).
7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle

including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.
12. I release Oracle from any infringement of my personal or property rights which occurs through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.
13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify Oracle for all loss and damage which Oracle may suffer.
16. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: _____

Name: **Kevin Cheruthuruthy**

Date: _____

FOR OFFICE USE ONLY

Accepted, agreed and executed for **Oracle Financial Services Software Ltd**

Signature:



Date: May 5, 2021

Name: Bindu Venkatesh (Vice President - Human Resources & Training)



OFFER INVITE

Yash Kane

Welcome!

Urban Company's vision is to empower millions of professionals worldwide and deliver home services like never experienced before. We thank you for buying into our company's vision and we are that sure you will contribute significantly to helping us achieve this.

The experience of working with Urban Company is fulfilling, rewarding and challenging. What we offer to you is the ability to learn, grow, and continuously create wealth for our partners and employees.

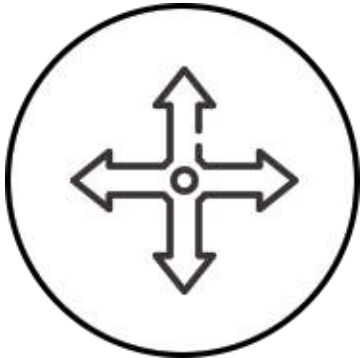
Congratulations and welcome to Urban Company. We look forward to working with you!

Abhiraj Bhal, Varun Khaitan & Raghav Chandra

Founders



Role Summary



Role & Designation
Category Manager, Beauty
Team



Manager
Siddharth Saraswat



Start Date
12/07/21



Office Location
Mumbai

Salary Breakup

You shall be entitled to receive the following remuneration

S.NO.	SALARY HEAD	ANNUAL AMOUNT (RS.)
1	Basic Salary	275,000
2	House Rental Allowance	137,496
3	**Telephone and Internet	18,000
4	**Leave Travel Allowance	0
5	**Food Allowance	26,400
6	**Newspaper Allowance	24,000
7	Special Allowance	47,508
8	Net Salary	528,408
9	PF Employer Contribution	21,600
10	Gross Salary	550,000

An amount of INR 5,50,000 (Five Lakh fifty thousand only) per annum shall be paid by the Company to you. The tentative breakup of the amount is provided in the table.

The Net Payable amount is excluding taxes. The inclusion or exclusion of optional components can be amended post joining the organization.





Group Health Insurance and term insurance for Employees



Free Access to Mental Health Counselling



Parental Leaves with 6 months of maternity leave and 21 days of paternity leave.



Employee Referral Bonuses



Take a Free UC Service



Generous Leave Policy with unlimited sick leave for 2021

Employee Benefits



Terms

This offer is contingent upon the Company's satisfactory due diligence of the documents submitted by you and completion of your background investigations including employment history and professional references.

1. Documents to be submitted:

On the referred date of joining, you are also required to submit the following documents mentioned below:

- i. All documents relating to your skills, experience and qualifications, as required by Urban Company.
- ii. Relieving letter and latest salary document (letter/ salary certificate/ pay slip) from your previous employer.
- iii. PAN card.

2. Consent To Undergo Pre-Employment Screening & Provision Of Referees:

To comply with its legal and regulatory obligations and in accordance with Urban Company policy, Urban Company may require your consent to undergo a police record check or other background checks before you commence employment with Urban Company. Prior to your commencement, you are required to provide Urban Company with a minimum of two nominated referees, who Urban Company will contact for references. Urban Company may engage the services of an external provider to conduct these checks.

3. Accepting this offer

As a token of your acceptance of this offer, please sign a copy of the letter and return the scanned copy of the same to your HR representative within next two (2) days.

4. If you have further questions

Contact your HR representative to talk about any aspects of this offer.

UrbanClap Technologies India Private Limited

Registered Office: R-5, PNR House, Green Park Market, New Delhi – 110016

Corporate Office: Plot No. 416, Sector-20, Udyog Vihar Phase-3 Gurgaon 122016

CIN No. U74140DL2014PTC274413

Email: help@urbancompany.com

Telephone: 01244817815

Website: www.urbancompany.com

Offer Letter Acceptance

Name: Yash Kane

Designation: Category Manager, Beauty Team

Date of Joining: 12 July 2021

Location: Mumbai

Cost to the Company: INR 5,50,000/-

Date of offer: 10 July 2021



Suhail Vadgaokar
Director, Human Resources

As a token of your acceptance to this offer, please provide your e-signature on this page and send us a copy within the next 2 days.

SIGNATURE



DATE

10/07/2021

From:Pooja JOSHI <pooja.joshi@asia.bnpparibas.com>

Sent:September 06 2021 10:47:07 AM SGT

To:alexss.solanki1@gmail.com

Cc:

Subject:Formal offer with BNP Paribas India Solutions: Alex Solanki

This secure PDF contains one ore more attachments, please check the attachments pane for the attachments.

Classification: Confidential



BNP PARIBAS

The bank for a changing world

Strictly Private & Confidential

Alex Solanki

August 26, 2021

Dear Alex,

Employment Agreement ("Agreement")

We are pleased to make this conditional offer of employment to you with **BNP Paribas India Solutions Pvt. Ltd. ("BNPP")** in India on the terms and conditions set out in this agreement.

For the purposes of this Agreement, an **"affiliate"** shall include any subsidiary or holding company of BNPP.

1. Commencement Date

1.1. Your employment will commence on September 8, 2021, unless otherwise mutually agreed by you and BNPP in writing.

1.2. Your employment with BNPP will initially be subject to a probationary period of 6 months from the date of your commencement of employment with BNPP in India. You will not be

considered as having successfully completed your probationary period unless and until a written confirmation is issued to you by Human Resources. For the avoidance of doubt, BNPP may extend your probationary period at its sole discretion.



2. **Position**

-

You will be employed on a full time basis asAssociate Software Engineerwith Bank of the West ITDepartment and shall perform all duties commensurate with and appropriate to your position. Your corporate title shall be Associate. BNPP may amend your position, corporate title (if applicable) and/or reporting line as appropriate in the future to align your role with applicable policies, procedures or practices.

3. **Remuneration**

-

3.1 Your annual salary will be**INR 525,059**(less applicable deductions), payable over 12 months, for each complete month of service (pro-rated for any incomplete month of service), inclusive of all the following allowances and benefits:

Basic Salary	INR 157,560
House Rent Allowance	INR 78,840

Executive Allowance	INR 200,280
Leave Travel Allowance	INR 25,000
Conveyance Allowance	INR 19,200
Medical Reimbursement	INR 15,000
Provident Fund	INR 21,600
Gratuity Fund valued @ 4.81% of Basic Salary	INR 7,579
Total Cost to Company	INR 525,059

- 3.2 Your salary and benefits will be subject to applicable taxes which will be withheld by BNPP from your salary or bonus payment.
- 3.3 Any remuneration which you receive from BNPP shall be inclusive of any fees, expenses or other remuneration which you may be entitled to receive in relation to any office or directorship you may be required to perform in connection with your employment and includes consideration for all covenants made by you under this Agreement (including without limitation the covenants and restrictions set out in clauses 9 and 10).
- 3.4 You will receive provident fund and related benefits in accordance with [the provisions of

the Employees' Provident Fund & Miscellaneous Provisions Act 1952 (as amended from time to time).

3.5 You will be entitled to gratuity benefit in accordance with the Payment of Gratuity Act 1972 (as amended from time to time).

3.6 You will be entitled to employee state insurance coverage in accordance with the Employees State Insurance (Central Rules) 1950 (as amended from time to time).

The complete Terms and Conditions of the Employment Agreement ("Agreement") are attached herewith.

We welcome you to BNP Paribas India Solutions Pvt. Ltd. and wish you a long and successful career with us.

Yours sincerely,

For **BNP Paribas India Solutions Pvt. Ltd.**

Mitu Seth

Director, Head - Human Resources

Imran Patel

Senior Vice President - Human

Please note:

- 1) Please consider this as a formal offer from us. The signed copy of the Employment Agreement ("Agreement") will be sent to you once the Covid19 related lockdown situation has been resolved.
- 2) The mandatory background verification process may be delayed and not conclude before your onboarding due to the current situation. The offer and continuation of employment (if onboarded) is subject to a clear and satisfactory background check report.
- 3) Kindly acknowledge receipt of this email as well as acceptance of the terms and conditions mentioned.

Important points after virtual onboarding:

- § Due to the current pandemic situation, you will be required to travel to the nearest BNP Paribas office at a mutually agreed time (during office hours) to collect assets & access card for being able to work from home.
- § You are expected to have a stable internet connection and other necessary infrastructure to be able to work productively after collecting assets and activating your accesses.

§ You will need to plan your travel and collect the assets within 4 weeks from date of joining. Failure to do so within 4 weeks will lead to leave without pay being initiated till you collect the assets.

§ Please do follow all necessary guidelines towards social distancing and travel as mandated by government for your safety.

§ Before arriving to office for collecting assets, kindly declare if you or any of your family members staying with you have recently been infected or come in contact with any Covid positive patient. If so, please do follow all necessary quarantine requirements mandated by authorities before arriving to office for collection of assets.

Thanks and Regards,

Pooja.G.Joshi.

This message and any attachments (the "message") is intended solely for the intended addressees and is confidential.

If you receive this message in error, or are not the intended recipient(s), please delete it and any copies from your systems and immediately notify the sender. Any unauthorized view, use that does not comply with its purpose, dissemination or disclosure, either whole or partial, is prohibited. Since the internet cannot guarantee the integrity of this message which may not be reliable, BNP PARIBAS (and its subsidiaries) shall not be liable for the message if modified, changed or falsified.

Do not print this message unless it is necessary, consider the environment.

Ce message et toutes les pieces jointes (ci-apres le "message")
sont etablis a l'intention exclusive de ses destinataires et sont confidentiels.
Si vous recevez ce message par erreur ou s'il ne vous est pas destine,
merci de le detruire ainsi que toute copie de votre systeme et d'en avertir
immEDIATEMENT l'expediteur. Toute lecture non autorisee, toute utilisation de
ce message qui n'est pas conforme a sa destination, toute diffusion ou toute
publication, totale ou partielle, est interdite. L'Internet ne permettant pas d'assurer
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N'imprimez ce message que si necessaire, pensez a l'environnement.



Harkirat Dassan
Navi Mumbai, MH

Date: 6/2/2021

Subject: Letter of Offer

Dear Harkirat,

Based on our recent discussions with you, we are pleased to extend you an offer to join GEP (dba GEP Solutions Private Limited, hereinafter referred to as 'the Company'), as Associate Software Engineer - Engg. This letter will officially confirm your annual total earning potential and terms of your employment.

Your total compensation as Cost to Company would be **INR 500,000.00** /- per annum, of which -

Fixed Component: INR 450,000.00/- per annum payable monthly

Performance Linked Pay: INR 50,000.00/- per annum payable bi-annually

All perquisites and benefits in your compensation shall be governed as per policy applicable to employees in your grade/level in the Company and shall be governed by statutory guidelines and taxes as applicable. However, the structure of your compensation plan may be altered/ modified at the discretion of the Company from time to time in line with its compensation policy.

Your designation, start date, compensation & benefits package will be as indicated on compensation & benefits stack up page.

The terms of your employment are subject to the following pre-conditions *(If applicable)* –

- The office will be open to business on all days, other than declared holidays, from Monday to Friday. Your total working hours (including break(s)) is 45 hours per week. Your specific work timings will be determined by your role / functional needs.
- Your date of commencement of employment will be no later than 6/21/2021.
- GEP offers subsidized transport facility to all the employees. Should you wish to avail the same, an amount as per transport guidelines will be deducted from your net monthly salary every month.
- You will be entitled to 21 working days leave per annum. Detailed Leave Policy will be shared with you post your joining.
- You will be on probation for six (6) months from the date of joining GEP. During probation, the notice period will be 30 days and on confirmation, it will be 60 days.
- Please note that in case of Voluntary or Involuntary separation for any reason at any time before completion of one year from your start date, full amount of any relocation assistance, notice buyout or joining bonus (if any), will be recovered as a part of your Full & Final Settlement
- The first Performance Linked Pay / Bonus / Commission will be applicable, only if you have spent at least three months in the organization and are eligible for the performance assessment for the

A handwritten signature in black ink, appearing to be 'hbd', enclosed within a circular scribble.

immediate next Appraisal cycle (Mid-term Review or the Annual Appraisal).

- Performance Linked Pay / Bonus / Commission is determined by your performance and the payment is in accordance with the achieved ratings and applicable Performance metrics in conjunction with the amount stated above
- Performance Linked Pay / Bonus / Commission Eligibility - You should be an active employee of the firm and should not be serving notice on the date of disbursement of payout.
- The offer of employment will be termed null and void if there is any misrepresentation of facts noted on the employment verification form
- The terms of this letter and this offer are valid for two (2) days from the date of this letter. If we do not receive the above requested documents from you before the expiration of this period or after receiving your acceptance of this offer if you do not join the Company on a mutually agreed date of joining, or if, we are unable to set an alternative date, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing.
- You will be retired from service on attaining the superannuating age of 60 years or earlier in case you are found to be physically/ mentally unfit to work any longer or for continued ill health as certified by the medical officer / medical practitioner nominated by the Company.
- You are required to successfully pass the final degree examination without any backlogs on any examination pending to be cleared by you. This offer shall stand withdrawn and cancelled if you fail to clear all your exams at the time of your date of joining under this letter.
- The offer of employment will be termed valid only if you are presumed medically fit to perform your tasks without risk to yourself or others.
- The terms of your employment are subject to successful clearing of Background Verification Check conducted by GEP or any of its representatives or contractors

The Letter of Offer is strictly confidential between you and the Company. Any discussion of your compensation with any third party is a ground for revoking the Letter of Offer.

The Terms & Conditions of your employment will be governed by the Offer Letter and Appointment Letter given to you.

We believe you have a successful career ahead of you and look forward to your joining us.

Yours Sincerely,

Subhash Makhija
Chief Executive Officer

COMPENSATION & BENEFITS STACK UP

Name	Harkirat Dassan
Designation	Associate Software Engineer - Engg
Department	Tech - Engg - IND
DOJ	6/21/2021



Contact Details		9969284018	
Salary Breakup			
Annual CTC		INR 500,000	
Sr. No.	Salary Heads	Per Month (INR)	Per Annum (INR)
1	Basic Salary	15,000	180,000
2	House Rent Allowance	7,500	90,000
3	Leave Travel Allowance	1,250	15,000
4	Other Allowance	10,450	125,400
Flexible Components			
1	Food Coupon (i)	0	0
Gross Earnings (A)		34,200	410,400
1	Employer's PF cont. (ii)	1,800	21,600
2	Statutory Bonus	1,500	18,000
CTC (B)		37,500	450,000
Deductions			
1	Employees' PF Cont.	1,800	21,600
2	Professional Tax	200	2,500
3	Employees' ESIC Cont.	0	0
4	Income Tax	As applicable based on investments	
Gross Deductions (C)		2,000	24,100
Net Payable (B - C) - (i + ii)		33,700	404,300
Benefits			
1	Medical Insurance	Upto INR 300,000/-	Self + Spouse + 2 Dependent Children
2	Accident Insurance	Upto INR 500,000/-	Self Only
3	PF	Inclusive of CTC	
4	Gratuity	Exclusive of CTC	
5	Life Insurance Coverage	Upto 3 times of CTC	Self Only
6	Performance Linked Pay	INR 50,000	Bi-Annually

Other Benefits:

- You have an option to availing GEP negotiated rates to cover your parents under a separate insurance plan up to **INR 500,000**. Premium for this is paid by the employee. This plan allows for coverage of Pre-existing ailments. Employees needs to be avail this benefit within 15 days from his/her Date of Joining.
- For permissible claims under the medical insurance plans detailed above, a co-pay of 10% is applicable.
- Since you are enrolled under the Employees' Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as Employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation

Please select if you acknowledge and accept or decline the terms and conditions of this Offer of Employment below.

I accept the offer



Signature [Harkirat Dassan 6/3/2021 2:17 AM](#)

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

You are required to print, sign on all pages, scan and email back the complete letter along with the completed acceptance section to Priyanka Landge (priyanka.landge@gep.com) no later than 6/3/2021.

Acceptance of Offer

I, Harkirat Dassan, accept the position of Associate Software Engineer - Engg, and agree to all terms and conditions set out in this letter,

Thank you,

Harkirat Dassan Harkirat Dassan

23rd September, 2020

To,
Ms. Harkirat Dassan

Dear Harkirat

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____

24th September, 2020

To,
Ms. Meera Ghaskadvi

Dear Meera

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____



Shubham Naik

Date: 6/2/2021

Subject: Letter of Offer

Dear Shubham,

Based on our recent discussions with you, we are pleased to extend you an offer to join GEP (dba GEP Solutions Private Limited, hereinafter referred to as 'the Company'), as Associate Software Engineer - Engg. This letter will officially confirm your annual total earning potential and terms of your employment.

Your total compensation as Cost to Company would be **INR 500,000.00** /- per annum, of which -

Fixed Component: INR 450,000.00/- per annum payable monthly

Performance Linked Pay: INR 50,000.00/- per annum payable bi-annually

All perquisites and benefits in your compensation shall be governed as per policy applicable to employees in your grade/level in the Company and shall be governed by statutory guidelines and taxes as applicable. However, the structure of your compensation plan may be altered/ modified at the discretion of the Company from time to time in line with its compensation policy.

Your designation, start date, compensation & benefits package will be as indicated on compensation & benefits stack up page.

The terms of your employment are subject to the following pre-conditions *(If applicable)* –

- The office will be open to business on all days, other than declared holidays, from Monday to Friday. Your total working hours (including break(s)) is 45 hours per week. Your specific work timings will be determined by your role / functional needs.
- Your date of commencement of employment will be no later than 6/21/2021.
- GEP offers subsidized transport facility to all the employees. Should you wish to avail the same, an amount as per transport guidelines will be deducted from your net monthly salary every month.
- You will be entitled to 21 working days leave per annum. Detailed Leave Policy will be shared with you post your joining.
- You will be on probation for six (6) months from the date of joining GEP. During probation, the notice period will be 30 days and on confirmation, it will be 60 days.
- Please note that in case of Voluntary or Involuntary separation for any reason at any time before completion of one year from your start date, full amount of any relocation assistance, notice buyout or joining bonus (if any), will be recovered as a part of your Full & Final Settlement
- The first Performance Linked Pay / Bonus / Commission will be applicable, only if you have spent at least three months in the organization and are eligible for the performance assessment for the immediate next Appraisal cycle (Mid-term Review or the Annual Appraisal).
- Performance Linked Pay / Bonus / Commission is determined by your performance and the payment is in accordance with the achieved ratings and applicable Performance metrics in conjunction with the amount stated above
- Performance Linked Pay / Bonus / Commission Eligibility - You should be an active employee of the firm and should not be serving notice on the date of disbursement of payout.

- The offer of employment will be termed null and void if there is any misrepresentation of facts noted on the employment verification form
- The terms of this letter and this offer are valid for two (2) days from the date of this letter. If we do not receive the above requested documents from you before the expiration of this period or after receiving your acceptance of this offer if you do not join the Company on a mutually agreed date of joining, or if, we are unable to set an alternative date, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing.
- You will be retired from service on attaining the superannuating age of 60 years or earlier in case you are found to be physically/ mentally unfit to work any longer or for continued ill health as certified by the medical officer / medical practitioner nominated by the Company.
- You are required to successfully pass the final degree examination without any backlogs on any examination pending to be cleared by you. This offer shall stand withdrawn and cancelled if you fail to clear all your exams at the time of your date of joining under this letter.
- The offer of employment will be termed valid only if you are presumed medically fit to perform your tasks without risk to yourself or others.
- The terms of your employment are subject to successful clearing of Background Verification Check conducted by GEP or any of its representatives or contractors

The Letter of Offer is strictly confidential between you and the Company. Any discussion of your compensation with any third party is a ground for revoking the Letter of Offer.

The Terms & Conditions of your employment will be governed by the Offer Letter and Appointment Letter given to you.

We believe you have a successful career ahead of you and look forward to your joining us.

Yours Sincerely,

Subhash Makhija
Chief Executive Officer

COMPENSATION & BENEFITS STACK UP

Name		Shubham Naik	
Designation		Associate Software Engineer - Engg	
Department		Tech - Engg - IND	
DOJ		6/21/2021	
Contact Details		+91 8104076494	
Salary Breakup			
Annual CTC		INR 500,000	
Sr. No.	Salary Heads	Per Month (INR)	Per Annum (INR)
1	Basic Salary	15,000	180,000
2	House Rent Allowance	7,500	90,000
3	Leave Travel Allowance	1,250	15,000
4	Other Allowance	10,450	125,400
Flexible Components			
1	Food Coupon (i)	0	0

Gross Earnings (A)		34,200	410,400
1	Employer's PF cont. (ii)	1,800	21,600
2	Statutory Bonus	1,500	18,000
CTC (B)		37,500	450,000
Deductions			
1	Employees' PF Cont.	1,800	21,600
2	Professional Tax	200	2,500
3	Employees' ESIC Cont.	0	0
4	Income Tax	As applicable based on investments	
Gross Deductions (C)		2,000	24,100
Net Payable (B - C) - (i + ii)		33,700	404,300
Benefits			
1	Medical Insurance	Upto INR 300,000/-	Self + Spouse + 2 Dependent Children
2	Accident Insurance	Upto INR 500,000/-	Self Only
3	PF	Inclusive of CTC	
4	Gratuity	Exclusive of CTC	
5	Life Insurance Coverage	Upto 3 times of CTC	Self Only
6	Performance Linked Pay	INR 50,000	Bi-Annually

Other Benefits:

- You have an option to availing GEP negotiated rates to cover your parents under a separate insurance plan up to **INR 500,000**. Premium for this is paid by the employee. This plan allows for coverage of Pre-existing ailments. Employees needs to be avail this benefit within 15 days from his/her Date of Joining.
- For permissible claims under the medical insurance plans detailed above, a co-pay of 10% is applicable.
- Since you are enrolled under the Employees' Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as Employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation

Please select if you acknowledge and accept or decline the terms and conditions of this Offer of Employment below.

I accept the offer

☒ **Signature** Shubham Naik 6/4/2021 3:18 PM

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

You are required to print, sign on all pages, scan and email back the complete letter along with the completed acceptance section to Priyanka Landge (priyanka.landge@gep.com) no later than 6/3/2021.

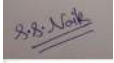
Acceptance of Offer

I, Shubham Naik, accept the position of Associate Software Engineer - Engg, and agree to all terms and conditions set out in this letter,

Thank you,

Shubham Naik S.S.Naik

SIGN :

A small, square, light gray box containing a handwritten signature in dark ink. The signature appears to be "S.S. Naik" written in a cursive, slightly slanted style.

24th September, 2020

**To,
Mr. Nachiket Nisal**

Dear Nachiket

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

**Regards,
Jaro Education**



**Sushant Mallya
General Manager – Human Resource**

I agree to the above terms & conditions _____ Dated _____

23rd September, 2020

**To,
Mr. Kevin Ruffin**

Dear Kevin

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

**Regards,
Jaro Education**



**Sushant Mallya
General Manager – Human Resource**

I agree to the above terms & conditions _____ Dated _____

18th September, 2020

To,
Ms. Leesa Menezes

Dear Leesa

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from second month and arrears of the first month will also be paid to you.

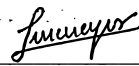
If in case you fail to achieve the target for first month, then extension of one more month will be given at a remuneration of **25,000/-pm**.

Particulars		(Amount in Rupees.)	
		Per Month	Per Annum
Basic Salary	:	16,000	1,92,000
House Rent Allowance	:	8,000	96,000
Transport Reimbursement	:	1,600	19,200
Telephone Reimbursement	:	500	6,000
Statutory Bonus (Paid Monthly)	:	1,400	16,800
Special Allowance	:	12,500	1,50,000
Total		40,000	4,80,000
Daily Travel Reimbursement	:	3,000	36,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	1,20,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	24,000
CTC: Six Lakh Sixty Thousand only p.a.	:	55,000	6,60,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions  Dated **23/09/2020**



Sciative Solutions Private Ltd.

Leveraging Science Creatively

Office Add. 1103/04/05 , The Corporate Park, Plot 14/15,
Sector 18, Vashi, Navi Mumbai, 400703
CIN: U74999MH2015PTC265309

Date: 01-09-2020

Mr. Alok Ramlal Yadav
Bachelor of Engineering in Computer Science
Fr. Conceicao Rodrigues College of Engineering, Bandra
C: 8369240051 | 8928938189
alok5633y@gmail.com

Offer Letter

Dear Alok,

We are very pleased to offer you the role of **Junior Full Stack Developer** at **Sciative Solutions Private Limited** effective from June 2021, subject to your successful completion of your Bachelor of Engineering in Computer Science from Fr. Conceicao Rodrigues College of Engineering, Bandra, Mumbai, MH. Your total annual package will be Rs. 5,00,000 per annum, which shall include a joining bonus of Rs. 35,000, annual performance linked incentive of Rs. 45,000 and smart phone allowance (upto Rs. 15,000). In your first 3 months of joining you will be in your training period, where you will be receiving a monthly stipend of Rs. 10,000. Please see Annexure A for the complete salary breakup.

At the time of joining or before, please submit scanned copies of the following:

- Certificates and marksheet in support of your educational qualifications (10th onwards)
- Passport / adhaar card / driving licence
- Two passport size photographs (in original at the time of joining)
- Permanent account number (PAN) card (bring along original at the time of joining)
- Cancelled cheque of the bank account where you would like your salary to be deposited
- Duly signed acknowledgment copy of the offer letter
- Two professional references

Please note that this appointment is subject to satisfactory validation of your documents. Also, your compensation is highly confidential, and if the need arises you may discuss it only with the directors of the company. We deliver exceptional service to our clients. In the same spirit, we need all our team members to adhere to our core values of: *Customer Success, Ownership, Respect, Integrity, Excellence & Teamwork*.

We look forward to welcome you to our team. Should you have any questions or clarifications, please feel free to reach me directly at vijeta@sciative.com.

Best Wishes,
For Sciative Solutions Private Limited.



-----[Digitally Signed Below] -----

Vijeta Soni
Founder and CEO

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

Signature: -----[Digitally Signed Below] -----
Name: Alok Ramlal Yadav

Date:



Sciative Solutions Private Ltd.

Leveraging Science Creatively

Office Add. 1103/04/05, The Corporate Park, Plot 14/15,
Sector 18, Vashi, Navi Mumbai, 400703
CIN: U74999MH2015PTC265309

ANNEXURE A: Salary Breakup

CTC CALCULATOR			
No	Components	Recommendations	Annual
Annual CTC			
A	Annual CTC	As per offer letter	5,00,000
B	Training Stipend - 3 months	10,000 per month x 3 months	30,000
C	Joining Bonus	Bonus After Training (@7% of CTC)	35,000
D	Cell Phone Allowance	Upto Rs. 15000	15,000
E	Monthly Performance Incentive	0% of (CTC)	-
F	Annual Performance Incentive (PLI)	10% of (A - C - D - E)	45,000
G	Employer Contribution to PF (annual)	10% of Basic	19,286
H	Gross Salary	(A - C - D - E - F - G)	3,85,714
I	Gross Monthly Salary	H/12	32,143
Monthly CTC Breakup			
1	Monthly Basic	(50% of I)	16,071
2	Monthly Standard Deduction	50000/12	4,167
3	Monthly HR Allowance	50% of Basic or (I - 1 - 2), whichever is lower	8,036
4	Monthly Special Allowance	Balancing figure	3,869
5	Monthly Performance Incentive	Dependent on the performance for the month	-
Gross Monthly Salary (F1)		Sum of all above	32,143
Monthly Deductions			
5	Employee PF Contribution	10% of Basic	1,607
6	Professional Tax	As per State wise slabs	200
Total Deductions (G1)		Sum of all above	1,807
Net Monthly In-Hand Salary		(F1-G1)	30,336
Monthly Contributions in Your Provident Funds (PF)			
7	Employer Contribution to PF	10% of Basic	1,607
8	Employee PF Contribution	10% of Basic	1,607
Total Monthly PF Contributions		Sum of Employer and Employee contributions	3,214
MONTHLY CTC EARNED (In-Hand Salary + PF Contributions)			33,550

(The Employee Provident Fund (EPF) is a scheme that helps people save up a sufficient corpus for retirement. The plan was introduced with the Employees' Provident Funds Act in 1952 and is today managed by the Employees' Provident Fund Organisation (EPFO). In this scheme, an employee has to contribute 10% of their basic income towards the fund every month. The employer matches this amount with an equal contribution. When you retire, you receive the total amount (personal as well as the employer's contribution) as a lump sum along with interest. The EPF is regarded as a low-risk investment as the Government of India manages it and assures a fixed rate of return. Companies with a minimum of 20 employees mandatorily have to maintain EPF accounts for their employees. If an employee move from one job to another, you can transfer your EPF corpus easily. This is possible through something known as the Universal Account Number.)

23rd September, 2020

To,
Mr. Aayush Chaube

Dear Aayush

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____

23rd September, 2020

To,
Ms. Pragati Rao

Dear Pragati

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____

24th June 2021

To,

Mr. Aniket Gorakh Masalkhamb,

Dear Aniket,

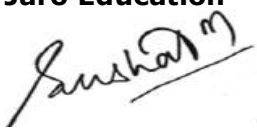
This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first 90 days (including training) you would be paid remuneration of Rs.25,000/-pm. If target of first 90 days is achieved (100%) then your salary will be revised to Rs.40,000/-pm (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st 90 Days	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
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Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____

Jaro Institute of Technology Management and Research Limited

Registered Office : 11th Floor, Vikas Centre, Dr. C. G. Road, Near Basant Theatre, Chembur (E), Mumbai - 400 074, India.

CIN: U80301MH2009PLC193957 | Tel: +91-22-61439700 | www.jaro.in | Email: comp@jaro.in

23rd September, 2020

To,
Ms. Khushi Parikh

Dear Khushi

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____

23rd September, 2020

**To,
Mr. Noel John**

Dear Noel

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

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Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
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Special Allowance	:	5,091	12,500
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Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

**Regards,
Jaro Education**



**Sushant Mallya
General Manager – Human Resource**

I agree to the above terms & conditions _____ Dated _____

13th March, 2021

To,

Ms. Maria Anthony

Dear Maria,

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

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		For 1 st three months	Effective from 4 th Month
Basic Salary	:	15,050	16,000
House Rent Allowance	:	1,505	8,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,254	1,400
Special Allowance	:	5,091	12,500
Total		25,000	40,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	10,000	10,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____

Jaro Institute of Technology Management and Research Limited

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CIN: U80301MH2009PLC193957 | Tel: +91-22-61439700 | www.jaro.in | Email: comp@jaro.in

23rd September, 2020

To,
Mr. Ruben Lobo

Dear Ruben

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Graduate Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Officer".

Find below compensation details:

During the first three month (including training) you would be paid remuneration of **Rs.25,000/-pm**. If target of first three month is achieved (100%) then your salary will be revised to **Rs.40,000/-pm** (As per below table) effective from fourth month.

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		For 1 st three months	Effective from 4 th Month
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Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,000	2,000
Total	:	40,000	55,000

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____



Private & Confidential

19 June 2021

Aditya Khajuria

S/o Satpaul Khajuria- Jatwal Samba,
Sungaali (Sungalaali) Jatwal, Kathua
Jammu And Kashmir, Pin code-
184141

Re: Letter of Appointment

Dear Aditya Khajuria,

Congratulations! We are delighted to offer you employment with Tata Technologies as a "**Graduate Engineer Trainee**" with Annual Total Cost to Company of **INR 465,213 (Rupees Four Lacs Sixty Five Thousand Two Hundred Thirteen Only)**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

Please join us on **21 June 2021** @ 0800 Hrs and report to:

**Tata Technologies Ltd
25, Rajiv Gandhi Infotech Park
Hinjewadi , Pune 411057**

Please go through the following enclosed documents comprehensively.

- | | |
|---------------------------------------|--------------|
| 1. Terms and Conditions of Employment | - Annexure A |
| 2. Compensation Break-up | - Annexure B |
| 3. Summary of Benefits | - Annexure C |

Please read all these documents carefully and follow the instructions meticulously. In case you require any clarifications, please contact -

Onboarding Team -

Tatatechnologies.Onboarding@tatatechnologies.com

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With Warm Regards,

Kamal Dunani

Global Head - Talent Acquisition

TATA TECHNOLOGIES

Tata Technologies Limited

Registered Office Plot No 25 Rajiv Gandhi Infotech Park Hinjawadi Pune 411 057 India

Tel 91 20 6652 9090 Fax 91 20 6652 9035

e-mail info.india@tatatechnologies.com website www.tatatechnologies.com

CIN No U72200PN1994PLC013313



Annexure "A"

Terms and Conditions of Employment

FOR:

Aditya Khajuria

S/o Satpaul Khajuria- Jatwal Samba, Sungaali (Sungalaali) Jatwal, Kathua Jammu And Kashmir, Pin code- 184141, , ,

In pursuance to our discussions with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

1. Designation & Work location

You will be designated as "**Graduate Engineer Trainee**" based at Pune. Please note however, that the company reserves right to later transfer its employees to any other department or location, based on organizational needs.

However please note that the company reserves the right to transfer its employees to any unit(s)/ department(s) or office(s) of the company or of its Affiliates and /or the office of the Company's Customer ("**Pune**"), other than the one an employee was initially hired to work for.

2. Educational Qualification

Your appointment is subject to your clearing the B.E./B.Tech course with minimum 60% in aggregate of all semesters by September 2021. Pls submit copies of your final degree certificate and mark sheet for mandatory verification. In case these final certificates & mark sheet are yet to be released by your college, they shall need to be submitted as early as available. If it transpires after you join us, that you have secured less than 60% marks we will be compelled to terminate your services.

3. Training & Confirmation

Your training period shall be of one year and shall comprise both "Classroom / Virtual " and "On the Job" training content. Your performance on the training program will be assessed both during and at the end of the program. Successful completion of the training program is mandatory for your confirmation and continuation of the employment.

Our training location for the Classroom training / Virtual (Six Weeks Approximately) is centralized at Pune, irrespective of the final work location to which you are assigned.

4. Remuneration

Your Annual Total Cost to Company shall be **INR 465,213 (Rupees Four Lacs Sixty Five Thousand Two Hundred Thirteen Only)**. Thereafter, the company norms and practices will apply. The break-up of your remuneration is attached as Annexure "B". You are also eligible for the following bonuses:

TATA TECHNOLOGIES

Tata Technologies Limited

Registered Office Plot No 25 Rajiv Gandhi Infotech Park Hinjawadi Pune 411 057 India

Tel 91 20 6652 9090 Fax 91 20 6652 9035

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CIN No U72200PN1994PLC013313



Loyalty Bonus:

You will be eligible for a one Time Loyalty Bonus of INR 75000 (Rupees Seventy-Five Thousand only) on your successful completion of Three Years continuous service with the company.

The above bonuses shall not be paid in advance of completion of the stipulated period of service or be paid pro-rata, proportionate to a completed period.

You will be paid your remuneration 1st day of subsequent month through a bank transfer broken into twelve equal installments or proportionately for lesser period based on your attendance accruing to you. In case of adverse market conditions, depending upon its impact on Company performance, the company reserves its rights to modify, reduce and alter your compensation & benefit structure consistent with its overall policy by giving you advance notice of one month.

5. Unauthorized Absence & Alternate Engagement:

Absence for a continuous period of **three days** without intimation is construed as "Unauthorized Absence". This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

6. Income Tax

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However, the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie with you.

7. Benefits

In addition to the above, you will be entitled for various benefits & perquisites enumerated in detail in **Annexure C**. All retirement benefits like gratuity, provident fund and medical benefits shall form part of your total compensation.

8. Superannuation

You shall retire from the services of the Company on attainment of sixty years of age.

9. PTO / Holidays

You shall be governed by the provisions of Paid Time Off (PTO) policy.

10. Code of Conduct

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

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11. Documents

This offer is subject to your successful completion of B.Tech program and production of relevant final certificates in support of the same. You shall be required to furnish all applicable documents as required by the Company. Your appointment will be terminated automatically if you fail to produce all the relevant document within 30 days of your joining.

12. Background Check

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If a background check raises doubts on any of the details furnished by you, and the Company feels the need to further validate such facts, the Company may ask you for any further information and documents as it deems necessary, to substantiate information you have provided earlier.

If the background checks fail to confirm authenticity of any of the above mentioned information, the Company reserves the right to withdraw this employment offer or terminate your services immediately and recover/withhold any sums paid/due to you that was rightly not payable, had the absence of authenticity been known prior to your joining the services of the Company.

13. Data Protection and Privacy

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the 'Confidential Non-Disclosure Agreement' which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Non-Disclosure Agreement.

You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies Group of Companies globally, in connection with the conduct of business. You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job.

It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in [Employee Self Service Portal](#).

TATA TECHNOLOGIES

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14. Conflict of Interest

In the event of your decision to sever the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the Company and/or customers with whom you were engaged during the employment with the Company.

15. Medical Fitness

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the Company. We presume that the validity of answers you gave in our "Candidate Self Declaration" under Application Form still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any serious medical conditions arise whilst in service.

Any concealment of correct & up-to-date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

16. Separation

Your appointment is subject to termination with three months' notice by you or by the Company. You should be fully available for company work during the notice period. Absence of notice period of three months or part thereof, invokes a payment of three months' basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

17. General

This appointment letter shall supersede all other terms and conditions, agreements, service conditions, practices, usages & customs in the past whether expressed or implied. If the terms and conditions are acceptable to you, we ask you to kindly accept the copy of this appointment letter within 3 days to the Company. In case we do not receive a formal acceptance within above mentioned period, this appointment letter will be treated as cancelled unless your joining date is extended in writing by the Company.

This offer is subject to clearing the background verification process and submission of pre-employment documentation as requested by Tata Technologies Ltd. within 7 days of issuance of the offer. In case of any non-compliance in submission of documents and discrepancy found as a result of Background Verification, the company retains the right to revoke the offer issued.

TATA TECHNOLOGIES

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CIN No U72200PN1994PLC013313



Please visit <https://www.tatatechnologies.com/in/careers/offer-validation/> to validate your offer letter using the Offer ID mentioned in the letter.

You will be governed by existing and newly introduced policies as amended from time to time.

By joining the company, it is presumed that you have accepted all terms and conditions of this appointment letter.

While welcoming you in the family of Tata Technologies, we hope you would excel in your endeavors and add value to yourself and the Company.

Welcome onboard.
Yours faithfully,

Anupal Banerjee
Chief Human Resource Officer

I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective: **June 21, 2021**

I further agree that I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

Name: Aditya Khajuria
Signature of the candidate:

Date: 19-06-2021
Place: Samba, Jammu.

TATA TECHNOLOGIES

Tata Technologies Limited

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CIN No U72200PN1994PLC013313

**Annexure B****COMPENSATION COMPONENT**

Name	Aditya Khajuria	
Location	Pune	
Grade	L1.1	
COMPONENT	Annual	
Consolidated salary (Basic Salary)		135,000
House Rent Allowance (HRA)		54,000
Bonus		24,000
Flexible Benefit Plan*		188,657
Retirals		
Superannuation Allowance / Pension Scheme***		20,250
Provident Fund (Employer)		21,600
Gratuity		6,494
Total Fixed Compensation		450,000
Cost to Company (CTC)		450,000
Insurance Premium paid by company (Notional)		
Group Medical		13,656
Group Personal Accident, Group Term Life and EDLI		1,557
Total Cost to Company (TCTC)		465,213

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CIN No U72200PN1994PLC013313



Note:

***Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP Amount will be shown under Special Allowance.)

***Superannuation Allowance / Pension Scheme - Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Note: You will be governed by existing and newly introduced policies as amended from time to time.

TATA TECHNOLOGIES

Tata Technologies Limited

Registered Office Plot No 25 Rajiv Gandhi Infotech Park Hinjawadi Pune 411 057 India

Tel 91 20 6652 9090 Fax 91 20 6652 9035

e-mail info.india@tatatechnologies.com website www.tatatechnologies.com

CIN No U72200PN1994PLC013313



Annexure C

Summary of Benefits

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

(A) Wellness:

1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However, there is a provision to take additional cover at your cost. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company).

3. Group Term Life Insurance Policy (including Government mandated EDLI cover)

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee). Additionally, you will also be covered by the EDLI scheme

(B) Asset Creation

1. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

(C) Personal Development:

1. Training

We have an elaborate program to cover employees with class-based training as well as on job training on technical and cognitive needs.

(D) Maternity Benefit:

Women employees will be entitled for Maternity Benefit as per Maternity Benefit (Amendment) Act, 2017.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

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e-mail info.india@tatatechnologies.com website www.tatatechnologies.com

CIN No U72200PN1994PLC013313

17 May 2021

Tejas Prasad Chendekar
C/212/ Manish Vihar, Manish Nagar

Dear **Tejas** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Technology Manager** in **Band - VB** and your initial posting will be at location **Mumbai - Prabhadevi** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **21 June 2021** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Brijji Ajay

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: _____

Place: _____

Date: _____

Name	Tejas Prasad Chendekar	
Designation	Technology Manager	
Band	VB	
Department	Technology	
Location	Mumbai - Prabhadevi	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.
- Your compensation can be restructured at any time protecting the gross salary.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:06-Apr-2021

**Rebecca Christopher Dsouza
C9369891**

**Garden Colony, C Building, Flat S-5, Soona Wala Agiary Lane, Mahim
9167921249**

Dear **Rebecca Christopher Dsouza**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

A handwritten signature in black ink, appearing to be "Rebecca Christopher Dsouza", written over a horizontal line.

Candidate's Signature

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

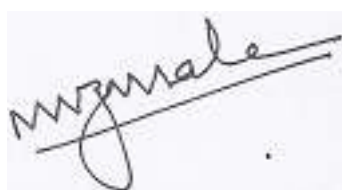
After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]


Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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



Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.



Candidate's Signature

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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



ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



Candidate's Signature

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:01-Apr-2021

Viola Vivian Dsouza
C9347785

C-6/9 , DTPS Nagar, Dahanu Thermal Power Station, Dahanu Road-401608
7020935486

Dear **Viola Vivian Dsouza,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

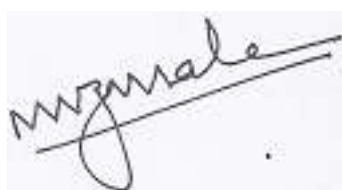
After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:25-May-2021

**Samruddhi Sudhir Kadam
C9546134**

**25,Saraswati Sadan,Khernagar,Ram mandir Road,Bandra East,Mumbai
9757305976**

Dear **Samruddhi Sudhir Kadam**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:01-Apr-2021

**Sakshi Shailesh Khochare
C9347783**

**23/73 Seaview Apartments, HIG colony, KC road , Opposite Lilavati Hospital,Reclamation Bandra West Mumbai
9167374946**

Dear **Sakshi Shailesh Khochare,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

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 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

19 May 2021

Isaac Sanctis

D-1/7, 602, Yamunanagar CHS,

Dear **Isaac** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Technology Manager** in **Band - VB** and your initial posting will be at location **Mumbai - Prabhadevi** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **21 June 2021** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Brijji Ajay

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: Isaac Sanctis

Place: Mumbai

Date: 23.05.2021

Name	Isaac Sanctis	
Designation	Technology Manager	
Band	VB	
Department	Technology	
Location	Mumbai - Prabhadevi	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.
- Your compensation can be restructured at any time protecting the gross salary.

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:03-Apr-2021

**Rashi Hiten Shah
C9363253**

**23/B-12, Shree Prafull CHS , Datta mandir road, Dahanukarwadi , Kandivali West, Mumbai 400067
9833006345**

Dear **Rashi Hiten Shah**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
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Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



To,

Name : Nidhi Sanjay Sharma

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

Dear Nidhi Sanjay Sharma,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:01-Apr-2021

**Prarthana Ganesh Shetty
C9347781**

**C/403, Acme Aakanksha-II, Opposite Rustomjee Ozone, OFF. S.V. Road, Goregaon (west)
8928317601**

Dear **Prarthana Ganesh Shetty,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



To,

Name : Cassia Hilary Vaz

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

Dear Cassia Hilary Vaz,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:01-Apr-2021

**Susmita Mathew
C9354963**

**38 Sreeniketan, Anushaktinagar
9969276653**

Dear **Susmita Mathew**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:03-Apr-2021

**Riya Gupta
C9363249**

**B-1003,Riddhi Siddhi Residency, Sec-3, Plot no.: 53/53A, New Panvel
8369097017**

Dear **Riya Gupta**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



To,

Name : Dishank Kailash Oza

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

Dear Dishank Kailash Oza,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:13-Apr-2021

**Reyna Binny
C9395840**

**Lakeside J - 1601, Lakeshore Greens, Taloja By-Pass Road, Palava City, Dombivli
9930548047**

Dear **Reyna Binny**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:03-Apr-2021

Mohit Satish Kunder
C9363252

D1/41 Green Fields Society, Jogeshwari Vikhroli Link Road, Andheri East
7977032378

Dear **Mohit Satish Kunder**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
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Joining Bonus (Refer to the section C)	25,000
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Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

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 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
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Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:06-Apr-2021

Simran John Dsouza
C9369889

301, A, Rupel Heights, Marian Colony, Borivali(W)
9167251215

Dear **Simran John Dsouza**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

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* As defined by applicable law from time to time.

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 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
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1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:06-Apr-2021

**Abhishek Naresh Ahirrao
C9369892**

7, Patel Building, Hillroad, Bandra.

8928335999

Dear **Abhishek Naresh Ahirrao,**

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

Job Profile - Application Development Analyst

Management level – 11

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training/assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuring assessments.

Details of which are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you a date of Joining), as mentioned above. Should you not clear the same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>.

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Rewards structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500
(B) Local Variable Bonus (LVB) earning potential (at maximum 21%)	1,13,715
Maximum Annual Total earning potential (A+B)	6,55,215
(C) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	24,000
Total Cash Compensation + Total Additional Benefits (A+B+C)	6,79,215

(A)Annual Fixed Compensation

- Your annual fixed compensation is INR 5,41,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B)Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program(LVB). Your indicative pay-out can range from 0% to 21% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or Copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



To,

Name : Pratik Vinayak Chowdhury

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

Dear Pratik Vinayak Chowdhury,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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



To,

Name : Surya Pratap Shahi

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

Dear Surya Pratap Shahi,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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



Protegrity India Private Limited

No. A/4 1st Floor, 32nd Cross, 3rd Main Road,
Jaya Nagar 7th Block, Bengaluru – 560070, Karnataka

Private and confidential

June 16, 2021

Pranay Lobo
201/A, Narmada, RiverPark
Rawal Pada, Dahisar(E)

Dear **Pranay Lobo**,

We are pleased to confirm our offer for employment to you as **Trainee Software Engineer** for Protegrity India Private Limited ("**Protegrity**") with effect from **July 05, 2021** in accordance with the terms and conditions annexed hereto as Annex A.

During your employment with Protegrity you shall be entitled to an annual base salary of **INR 4,50,000.00** (Rupees Four Lakhs Fifty Thousand Only) which shall accrue on a monthly basis and be payable in accordance with Protegrity's payroll practices. Your current compensation structure is provided in Annex B. Your compensation structure may be amended from time to time by Protegrity at its sole discretion.

It is understood and agreed that your continued employment with Protegrity is contingent upon you successfully completing and passing your final exam, which has been postponed due to COVID 19, and your timely submission of the exam results to Protegrity when they have been issued. Protegrity will approve your leave to take the exam when the exam dates have been announced. For clarity, your employment with Protegrity will be terminated if the foregoing requirements are not met.

You shall keep the circumstances surrounding this offer, including the related transactions and discussions associated with the issuance of this offer, and the terms of this offer letter confidential and shall not disclose any other matter concerning your proposed employment and/or employment with Protegrity (as applicable), to any other person or entity except as required by legal process.

Further, you acknowledge and agree that during the course of the employment with Protegrity, you shall have access to confidential information of Protegrity and/or group company and/or received by the company or group company from third parties (including clients), which is confidential to Protegrity and/or group company and/or such third parties. You shall forever hold such confidential information in confidence and shall not publish, disclose or disseminate, at any time, to any person or competitor of Protegrity and/or group company such confidential information, unless required under applicable law. You may also be required, at the discretion of Protegrity, to execute confidentiality, non-disclosure, and inventions assignment agreement in such form and manner as may be provided.

Please indicate your acceptance of employment with Protegrity and agreement with these terms by signing the acknowledgment below and submit the same to Nabanita Phukan (nabanita.phukan@protegrity.com), VP, Human Resources, Protegrity India, within 2 (two) days of receipt of this offer letter, failing which this offer of employment will automatically stand cancelled.

Yours sincerely,

For **Protegrity India Private Limited**

Nabanita Phukan

Nabanita Phukan
VP, Human Resources

PROTEGRITY

Acknowledgment

I confirm that I have read and understood the terms and conditions set out in this letter and Annex A hereto and agree to abide by the same.

DocuSigned by:
Pranay Lobo

934F9A027015455...

Name: Pranay Lobo

Date: 6/22/2021 | 1:00 AM PDT



ANNEX A | TERMS AND CONDITIONS OF EMPLOYMENT

1. You will be based in Protegrity's **Navi Mumbai** office. A detailed job description, including your duties and responsibilities will be given to you, upon commencement of your employment with Protegrity.
2. During your employment with Protegrity, you shall be entitled to an annual base salary of **INR 4,50,000.00** (Rupees Four Lakhs Fifty Thousand Only) which shall accrue on a monthly basis and be payable in accordance with Protegrity's payroll practices. Your compensation structure may be amended from time to time by Protegrity at its sole discretion.
3. All payments due to you with respect to your employment with Protegrity shall be subject to applicable statutory withholdings, including but not limited to any provident fund contributions, insurance, and income tax withholdings.
4. The date of commencement of your employment with Protegrity, for the limited purposes of recognising your seniority and computation of any statutory service linked benefits that may be payable under applicable law, such as gratuity and / or severance, shall be considered as **July 05, 2021**.
5. Protegrity reserves the right to conduct any reference checks including in relation to education, experience, character, address, police verification or any other factors as may be deemed fit, at any given time and you hereby consent to Protegrity conducting any such reference checks.
6. Protegrity may, at its sole discretion, second, depute, assign and/or transfer you to any other office in India or overseas or to any group companies or to any third parties. You consent to any such secondment, deputation, assignment and/or transfer by Protegrity of your employment including to third parties. You acknowledge and agree that such secondment, deputation, assignment and/or transfer by Protegrity shall not be a breach of your terms and conditions of employment with Protegrity. Further, in such case, you shall also be bound by any policy of such other office, group company, or third party, in existence, at the time of the secondment, deputation, assignment and/or transfer or that may be subsequently framed.
7. In addition to the terms contained herein, you shall, at all times, be subject to and bound by Protegrity's policies, including but not limited to the policies *inter alia* on working hours and leave, relocation, gratuity and insurance as may be amended or updated from time to time unilaterally by Protegrity.
8. During the term of employment, you will not improperly use or disclose, or be in illegal, improper or unlawful possession of, any confidential information or intellectual property including but not limited to any information, trade secrets, business secrets, customers lists, customer information, price information, marketing material, notes, memoranda, business and financial information, commercial information, technical and/or artistic information; techniques, operations and/or methods of conducting business; computer programs, software and/or code programming techniques, experimental work or designs, confidential information or intellectual property rights of an previous employer and/or third party, of any former employer or any other person / third party to whom you have an obligation of confidentiality (whether express or implied), and you will not use in the course of employment or bring onto the premises of Protegrity or its group companies or customer or client, any unpublished documents or any property (including intellectual property and proprietary information) belonging to any former employer or any other person/third party to whom you have an obligation of confidentiality.
9. You agree and acknowledge that you are not subject to any contractual restriction, obligation, agreement, arrangement, understanding, court order or otherwise, that will in any way, directly or indirectly limit or restrict you in performing your duties on behalf of Protegrity or prevent you from performing all or any of the obligations, terms, and conditions contained in the employment agreement to be executed with Protegrity.



10. You will be subject to standard confidentiality, intellectual property, non-competition, non-disclosure and non-solicitation obligations. You may serve in certain non-executive board seats of companies that are not competitors of Protegrity, provided that the service is disclosed and approved by Protegrity, and consistent with Protegrity's policies.

11. **Termination of Employment**

(a) Voluntary Resignation

You may voluntarily resign from employment with Protegrity at any time on giving a prior written notice of 1 (one) month to Protegrity. You are expected to serve Protegrity diligently during this period of notice in accordance with all applicable policies. Protegrity may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice.

(b) Termination without Cause

Protegrity shall be entitled to terminate the employment at any time by giving you 1 (one) months' notice in writing or payment of basic salary in lieu thereof.

(c) Termination for Cause

Notwithstanding anything contained herein, Protegrity may terminate your employment at any time without notice or payment in lieu of notice, for 'cause'. For the purposes of your employment, cause shall include:

- (i) inattention or negligence in the performance of duties and obligations as may be required by Protegrity;
- (ii) repeated failure to comply with lawful directions of Protegrity and its officers;
- (i) conviction in a criminal case or framing of charges in a criminal case;
- (ii) breach of the terms of the employment agreement;
- (iii) unethical business conduct;
- (iv) breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or the business of Protegrity;
- (v) fraud, misappropriation or dishonesty in respect of the property or business of Protegrity;
- (vi) commission of any act not in conformity with discipline or good behaviour or acceptance of any illegal gratification;
- (vii) habitual neglect of work or gross or habitual negligence in performance of Protegrity's duties;
- (viii) unauthorised disclosure of any confidential information of Protegrity; and/or
- (ix) any act or omission that could be construed as misconduct under applicable law.

12. In addition to the employment agreement, Protegrity may, during your employment, require you to execute such other documentation, to adequately capture the terms and conditions of your employment. You hereby agree and acknowledge that you shall execute such employment agreement and such other documentation in the form and manner as may be required by Protegrity.

13. No change, modification, or termination of any of the terms, provisions, or conditions contained in the employment agreement shall be effective unless made in writing and signed or initialled by all signatories to the employment agreement.

14. You, at all times during the course of your employment in Protegrity's establishment (and even after the termination of the employment agreement with respect to the terms contained therein)



agree to indemnify and keep indemnified Protegrity, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which Protegrity may suffer or incur or which may be made against Protegrity as a result of any misrepresentations or breach of this offer letter, acts, or omissions by you during the course of employment.

15. You shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning Protegrity, its holding company, group companies, affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, 'disparaging' means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of, or reflect negatively upon, the individual or Protegrity being disparaged.
16. No waiver by Protegrity of any breach of this offer letter shall be valid unless in writing and signed by Protegrity. The waiver by Protegrity hereto of any provision of this offer letter shall not operate or be construed as a waiver of any subsequent breach by you, nor shall any waiver operate or be construed as a rescission of this offer letter.
17. The terms and conditions of this offer letter are the entire agreement and understanding with respect to the subject matter hereof and supersede all prior discussions, understandings, assurances or representations between Protegrity and you including, but not limited to, any representations made during the your interview(s), whether written or oral.



ANNEX B | COMPENSATION STRUCTURE

NAME	Pranay Lobo
DESIGNATION	Trainee Software Engineer
LOCATION	Navi Mumbai

Components	Per Annum (INR)	Per Month (INR)
BASIC	2,25,000.00	18,750.00
HRA	1,12,500.00	9,375.00
SPECIAL ALLOWANCE	85,500.00	7,125.00
PF (EMPLOYER'S CONTRIBUTION)	27,000.00	2,250.00
BASE SALARY (TOTAL)	4,50,000.00	37,500.00

You will be eligible for Gratuity as per the Payment of Gratuity Act.

You will be covered under the following Insurance Policies:

- Group Medical Insurance – INR 5,00,000.00, Family Floater
- Group Personal Accident Insurance – INR 20,00,000.00, Self
- Group Term Life Insurance – INR 50,00,000.00, Self

NOTE:

- All amounts payable to you will be after deduction of applicable taxes.
- TDS (Tax Deducted at Source) on income will be based on declaration to be provided by you at the beginning of every financial year.
- The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy and will be subject to change.

Accepted and agreed to:

Nabanita Phukan

Nabanita Phukan
VP, Human Resource

DocuSigned by:

Pranay Lobo

934F9A927015455...

Pranay Lobo
Date: 6/22/2021 | 1:00 AM PDT



SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

Ref:408276

Date: November 4, 2020

Mr Nagendra Lalataprasad Yadav

1708, Dr ambedkar nagar sra tower , new link Road, Borivali west
Mumbai, Maharashtra
India - 400092.

Dear Nagendra Lalataprasad Yadav,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)** the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

As per company policy, you will be covered under Group Medical Insurance. The Group Mediclaim Policy will cover self and up to 3 dependents (spouse and 2 children). This insurance will start on your date of joining.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai – 400076

Tel : +91 22 3051 1000 Fax : + 91 22 3051 1111 CIN : U72900MH2002PTC138380 www.xoriant.com

**ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled for 24 days of paid leaves per calendar year of service, or pro-rata for partial period of service in a calendar year. You are also entitled for 11 public holidays

NOTICE PERIOD/TERMINATION

This contract of employment may be terminated by either party by giving sixty days written notice or gross monthly salary in lieu thereof.

Project allocation is subject to availability of positions in the respective project at the time of your joining. Kindly note that while you accept this offer, we will be initiating your reference check in parallel. In case of a negative reference check, this offer will stand cancelled.

A detailed appointment letter will be issued to you on your date of joining us.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

I **Nagendra Lalataprasad Yadav**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Nagendra Lalataprasad Yadav, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad**
email: **AkashS.Gaikwad@Xoriant.com**.

Sincerely
For Xoriant Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande
Head-Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Nagendra Lalataprasad Yadav

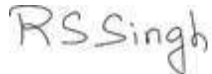
Agreed & Accepted on

Nagendra Lalataprasad Yadav

Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	12,268	147,210
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
FLEXI PLAN	0	0
A	33,360	400,310
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
B	2,250	27,000
C = A + B	35,610	427,310
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
CTC = C + D	37,500	450,000

Sincerely

For Xoriant Solutions Pvt.Ltd



Rakhi Deshpande
Head-Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on**Nagendra Lalataprasad Yadav**

Agreed & Accepted on
Nagendra Lalataprasad Yadav

ANNEXURE B

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

BASIC

It is the basic amount of the CTC which is around 30% of the CTC and is taxable on all cases.

HRA

HRA is given to the extent of 50 % of your Basic. HRA exemption is applicable as per IT Rules on submission of rent receipts.

CONVEYANCE ALLOWANCE

Conveyance up to Rs.1600/- PM (Rupees One Thousand and Six Hundred Only Per Month) totaling to Rs.19200/- PA is taxable.

FIXED ALLOWANCE

Taxable

MEAL COUPON

These are the ticket coupons which are received on monthly basis and are exempt if claimed as coupons.

GIFT CARD

Tax free to the extent of Rs.5000/-pa (Rupees Five Thousand Only) per annum. It is given before Diwali. If Employee joins after Diwali, Gift card will be given in March.

FLEXI PLAN

This is a taxable portion wherein the employee claims (any or all) Meal Coupons, Gift Card, LTA, PF in their salary as taxable

MEDICAL ALLOWANCE

Medical Allowance up to Rs.1250/- PM (Rupees One Thousand Two Hundred and Fifty Only Per Month) totaling to Rs.15000/- PA is Taxable.

LEAVE TRAVEL ASSISTANCE

New employees are eligible for LTA provided leave is taken as per the rules of the Company. The maximum LTA that can be reimbursed is as per the amount mentioned in your CTC. This component is processed only on submission of bills. Employee can produce only Air / Train Tickets. If bills are not submitted then the entire amount is paid as taxable at the end of Year.

PROVIDENT FUND

You can participate in the Company's Employee's Provident Fund scheme, wherein the Company will match your annual contribution of 12% of your annual basic salary. The details are given in the Annexure.

**GRATUITY**

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely

For Xoriant Solutions Pvt.Ltd

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Nagendra Lalataprasad Yadav

ANNEXURE C
DOCUMENT CHECK LIST

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
1.	Colour passport sized photographs – 8 Nos.
2	Color photograph's soft copy for Company photo ID card <ul style="list-style-type: none"> · Specification as per Id photo design are: · Having fixed width of 520px · Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side · Bottom crop by 3rd button of shirt just below the chest · Background should be white
3.	Certificates supporting your education qualifications: <ul style="list-style-type: none"> · SSC & HSC Mark sheets · Mark sheets (All Semesters) and convocation certificates of degree/ post graduation. · Additional Education Certificate and Mark sheets if any (Eg. Diploma, NIIT, MCSD, Novell Netware etc.)
4.	Following employment documents for previous all employers: <ul style="list-style-type: none"> · Appointment letter · Experience and relieving certificates. · Last 2 month's pay slip
5.	Valid passport (include if any previous visa / Work Permit authorization
6.	Pan Card
7.	Marriage Certificate
8.	Residential Proof Documents for opening bank account

**SOLUTIONS PVT.LTD**

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name:Nagendra Lalataprasad Yadav

Sign: _____

1) Annexure A: Salary Break up

2) Annexure B: Description of Salary Break up

3) Annexure C: Document

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For Xoriant Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande

Head-Talent Acquisition

Agreed & Accepted on

Nagendra Lalataprasad Yadav

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Nagendra Lalataprasad Yadav

Offer electronically accepted by: Yadav, Nagendra

Offer electronically accepted on: Nov 4, 2020 6:54 PM

Offer electronically accepted from: 43.247.137.164



SOLUTIONS PVT. LTD.

Ref:408278

Date: November 4, 2020

SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

Mr Mayank Mishra

Happy Valley, A23 /G3, , Manpada, Near Tikujini Wadi
Thane,Maharashtra
India - 400607.

Dear Mayank Mishra,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)**the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

As per company policy, you will be covered under Group Medical Insurance. The Group Mediclaim Policy will cover self and up to 3 dependents (spouse and 2 children). This insurance will start on your date of joining.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai – 400076
Tel : +91 22 3051 1000 Fax : + 91 22 3051 1111 CIN : U72900MH2002PTC138380 www.xoriant.com

ANNUAL LEAVE/PUBLIC HOLIDAYS

You will be entitled for 24 days of paid leaves per calendar year of service, or pro-rata for partial period of service in a calendar year. You are also entitled for 11 public holidays

NOTICE PERIOD/TERMINATION

This contract of employment may be terminated by either party by giving sixty days written notice or gross monthly salary in lieu thereof.

Project allocation is subject to availability of positions in the respective project at the time of your joining. Kindly note that while you accept this offer, we will be initiating your reference check in parallel. In case of a negative reference check, this offer will stand cancelled.

A detailed appointment letter will be issued to you on your date of joining us.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

I **Mayank Mishra**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Mayank Mishra, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad** email: **AkashS.Gaikwad@Xoriant.com**.

Sincerely
For Xoriant Solutions Pvt.Ltd
Rakhi Deshpande
Head-Talent Acquisition

Agreed & Accepted on

Mayank Mishra

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Mayank Mishra

Annexure A

SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	12,268	147,210
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
FLEXI PLAN	0	0
A	33,360	400,310
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
B	2,250	27,000
C = A + B	35,610	427,310
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
CTC = C + D	37,500	450,000

Sincerely

For Xoriant Solutions Pvt.Ltd

Rakhi Deshpande

Head-Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Mishra

Agreed & Accepted on

Mayank Mishra

ANNEXURE B

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

BASIC

It is the basic amount of the CTC which is around 30% of the CTC and is taxable on all cases.

HRA

HRA is given to the extent of 50 %of your Basic. HRA exemption is applicable as per IT Rules on submission of rent receipts.

CONVEYANCE ALLOWANCE

Conveyance up to Rs.1600/- PM (Rupees One Thousand and Six Hundred Only Per Month) totaling to Rs.19200/- PA is taxable.

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PROVIDENT FUND

You can participate in the Company's Employee's Provident Fund scheme, wherein the Company will match your annual contribution of 12% of your annual basic salary. The details are given in the Annexure.

GRATUITY

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely

For Xoriant Solutions Pvt.Ltd

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Mishra

ANNEXURE C
DOCUMENT CHECK LIST

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
1.	Colour passport sized photographs – 8 Nos.
2	Color photograph's soft copy for Company photo ID card · Specification as per Id photo design are: · Having fixed width of 520px · Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side · Bottom crop by 3rd button of shirt just below the chest · Background should be white
3.	Certificates supporting your education qualifications: · SSC & HSC Mark sheets · Mark sheets (All Semesters) and convocation certificates of degree/ post graduation. · Additional Education Certificate and Mark sheets if any (Eg. Diploma, NIIT, MCSD, Novell Netware etc.)
4.	Following employment documents for previous all employers: · Appointment letter · Experience and relieving certificates. · Last 2 month's pay slip
5.	Valid passport (include if any previous visa / Work Permit authorization
6.	Pan Card
7.	Marriage Certificate
8.	Residential Proof Documents for opening bank account

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name:Mayank Mishra

Sign: _____

1) Annexure A: Salary Break up

2) Annexure B: Description of Salary Break up

3) Annexure C: Document

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For Xoriant Solutions Pvt.Ltd

Rakhi Deshpande

Head-Talent Acquisition

Agreed & Accepted on

Mayank Mishra

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Mishra

Rachel Jose, you are signed in. My Account Options

My Job Cart (0 items) | Sign Out

Job Search	My Jobpage	Offers	Tasks
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Offer has been accepted[Printable Format](#)

SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv
Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

Ref:408283

Date: November 5, 2020

Ms Rachel Jose

801-B,Mercury,Vasant Galaxy , Bangur Nagar, Goregaon
Mumbai,Maharashtra
India - 400104.

Dear Rachel Jose,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)**the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

As per company policy, you will be covered under Group Medical Insurance. The Group Medclaim Policy will cover self and up to 3 dependents (spouse and 2 children). This insurance will start on your date of joining.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai – 400076

Tel : +91 22 3051 1000 Fax : + 91 22 3051 1111 CIN : U72900MH2002PTC138380 www.xoriant.com

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A detailed appointment letter will be issued to you on your date of joining us.

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The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

I **Rachel Jose**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details ,trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Rachel Jose, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad** email:**AkashS.Gaikwad@Xoriant.com**.

Sincerely
For Xoriant Solutions Pvt.Ltd

Rakhi Deshpande
Head-Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Rachel Jose

Agreed & Accepted on

Rachel Jose

Annexure A

SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
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GIFT CARD	417	5,000
FLEXI PLAN	0	0
A	33,360	400,310
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
B	2,250	27,000
C = A + B	35,610	427,310
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
CTC = C + D	37,500	450,000

Sincerely

For Xorient Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande

Head-Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Rachel Jose

Agreed & Accepted on

Rachel Jose



ANNEXURE B

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

BASIC

It is the basic amount of the CTC which is around 30% of the CTC and is taxable on all cases.

HRA

HRA is given to the extent of 50 %of your Basic. HRA exemption is applicable as per IT Rules on submission of rent receipts.

CONVEYANCE ALLOWANCE

Conveyance up to Rs.1600/- PM (Rupees One Thousand and Six Hundred Only Per Month) totaling to Rs.19200/- PA is taxable.

FIXED ALLOWANCE

Taxable

MEAL COUPON

These are the ticket coupons which are received on monthly basis and are exempt if claimed as coupons.

GIFT CARD

Tax free to the extent of Rs.5000/-pa (Rupees Five Thousand Only) per annum. It is given before Diwali. If Employee joins after Diwali, Gift card will be given in March.

FLEXI PLAN

This is a taxable portion wherein the employee claims (any or all) Meal Coupons, Gift Card, LTA, PF in their salary as taxable

MEDICAL ALLOWANCE

Medical Allowance up to Rs.1250/- PM (Rupees One Thousand Two Hundred and Fifty Only Per Month) totaling to Rs.15000/- PA is Taxable.

LEAVE TRAVEL ASSISTANCE

New employees are eligible for LTA provided leave is taken as per the rules of the Company. The maximum LTA that can be reimbursed is as per the amount mentioned in your CTC. This component is processed only on submission of bills. Employee can produce only Air / Train Tickets. If bills are not submitted then the entire amount is paid as taxable at the end of Year.

PROVIDENT FUND

You can participate in the Company's Employee's Provident Fund scheme, wherein the Company will match your annual contribution of 12% of your annual basic salary. The details are given in the Annexure.

**GRATUITY**

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely

For Xoriant Solutions Pvt.Ltd

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Rachel Jose



ANNEXURE C DOCUMENT CHECK LIST

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
1.	Colour passport sized photographs – 8 Nos.
2	Color photograph's soft copy for Company photo ID card <ul style="list-style-type: none"> · Specification as per Id photo design are: · Having fixed width of 520px · Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side · Bottom crop by 3rd button of shirt just below the chest · Background should be white
3.	Certificates supporting your education qualifications: <ul style="list-style-type: none"> · SSC & HSC Mark sheets · Mark sheets (All Semesters) and convocation certificates of degree/ post graduation. · Additional Education Certificate and Mark sheets if any (Eg. Diploma, NIIT, MCSD, Novell Netware etc.)
4.	Following employment documents for previous all employers: <ul style="list-style-type: none"> · Appointment letter · Experience and relieving certificates. · Last 2 month's pay slip
5.	Valid passport (include if any previous visa / Work Permit authorization
6.	Pan Card
7.	Marriage Certificate
8.	Residential Proof Documents for opening bank account



SOLUTIONS PVT.LTD

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name: Rachel Jose

Sign: _____

1) Annexure A: Salary Break up

2) Annexure B: Description of Salary Break up

3) Annexure C: Document

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For Xoriant Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande

Head-Talent Acquisition

Agreed & Accepted on

Rachel Jose

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Rachel Jose

Offer electronically accepted by: Jose, Rachel
Offer electronically accepted on: Nov 10, 2020 10:37 AM
Offer electronically accepted from: 106.200.117.59

ADVANCED PRODUCT ENGINEERING ()

Overview (<https://xoriant.com/product-engineering/overview>)

Ideation & Innovation (<https://xoriant.com/product-engineering/ideation-innovation>)

Design & Development (<https://xoriant.com/product-engineering/design-and-development>)

Product Modernization (<https://xoriant.com/product-engineering/product-modernization>)

User Experience Design (<https://xoriant.com/product-engineering/user-experience-design>)

Testing & Automation (<https://xoriant.com/product-engineering/testing-and-automation>)

Ecosystem Engineering (<https://xoriant.com/product-engineering/ecosystem-engineering>)

Support, Sustenance & Lifecycle Extension (<https://xoriant.com/product-engineering/support-sustenance-lifecycle-extension>)

DevOps & CI/CD (<https://xoriant.com/advanced-product-engineering/devops-ci-cd>)

Engineering Frameworks (<https://xoriant.com/product-engineering/frameworks>)

ENTERPRISE SERVICES ()



SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

Ref:408268

Date: October 15, 2020

Ms Susmita Mathew

38 Sreeniketan , Anushaktinagar
Mumbai, Maharashtra
India - 400094.

Dear Susmita Mathew,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)** the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

As per company policy, you will be covered under Group Medical Insurance. The Group Mediclaim Policy will cover self and up to 3 dependents (spouse and 2 children). This insurance will start on your date of joining.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai – 400076

Tel : +91 22 3051 1000 Fax : + 91 22 3051 1111 CIN : U72900MH2002PTC138380 www.xoriant.com

**ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled for 24 days of paid leaves per calendar year of service, or pro-rata for partial period of service in a calendar year. You are also entitled for 11 public holidays

NOTICE PERIOD/TERMINATION

This contract of employment may be terminated by either party by giving sixty days written notice or gross monthly salary in lieu thereof.

Project allocation is subject to availability of positions in the respective project at the time of your joining. Kindly note that while you accept this offer, we will be initiating your reference check in parallel. In case of a negative reference check, this offer will stand cancelled.

A detailed appointment letter will be issued to you on your date of joining us.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

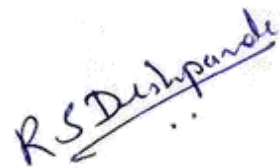
NON-DISCLOSURE AGREEMENT

I **Susmita Mathew**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Susmita Mathew, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad**
email: **AkashS.Gaikwad@Xoriant.com**.

Sincerely
For Xoriant Solutions Pvt.Ltd



Rakhi Deshpande
Head-Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Susmita Mathew

Agreed & Accepted on

Susmita Mathew

Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
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MEAL COUPON	2,200	26,400
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PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
CTC = C + D	37,500	450,000

Sincerely

For Xoriant Solutions Pvt.Ltd



Rakhi Deshpande
Head-Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Susmita Mathew

Agreed & Accepted on
 Susmita Mathew

ANNEXURE B

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

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HRA is given to the extent of 50 % of your Basic. HRA exemption is applicable as per IT Rules on submission of rent receipts.

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**GRATUITY**

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely**For Xoriant Solutions Pvt.Ltd****HR Signatory****Actual Date of Joining:****Agreed & Accepted on****Susmita Mathew**

ANNEXURE C
DOCUMENT CHECK LIST

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
1.	Colour passport sized photographs – 8 Nos.
2	Color photograph's soft copy for Company photo ID card <ul style="list-style-type: none"> · Specification as per Id photo design are: · Having fixed width of 520px · Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side · Bottom crop by 3rd button of shirt just below the chest · Background should be white
3.	Certificates supporting your education qualifications: <ul style="list-style-type: none"> · SSC & HSC Mark sheets · Mark sheets (All Semesters) and convocation certificates of degree/ post graduation. · Additional Education Certificate and Mark sheets if any (Eg. Diploma, NIIT, MCSD, Novell Netware etc.)
4.	Following employment documents for previous all employers: <ul style="list-style-type: none"> · Appointment letter · Experience and relieving certificates. · Last 2 month's pay slip
5.	Valid passport (include if any previous visa / Work Permit authorization
6.	Pan Card
7.	Marriage Certificate
8.	Residential Proof Documents for opening bank account

**SOLUTIONS PVT.LTD**

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name:Susmita Mathew

Sign: _____

1) Annexure A: Salary Break up

2) Annexure B: Description of Salary Break up

3) Annexure C: Document

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For Xoriant Solutions Pvt.Ltd

RSDeshpande

Rakhi Deshpande

Head-Talent Acquisition

Agreed & Accepted on

Susmita Mathew

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Susmita Mathew

Offer electronically accepted by: Mathew, Susmita

Offer electronically accepted on: Oct 15, 2020 11:54 PM

Offer electronically accepted from: 103.221.70.159



SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

SOLUTIONS PVT. LTD.

Ref:408273

Date: November 6, 2020

Mr Sherwyn Rohit D'souza

A1-Ganesh Bhavan, Flat No.11, , Senapati Bapat Marg, Mahim (W)
Mumbai, Maharashtra
India - 400016.

Dear Sherwyn Rohit D'souza,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)** the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

As per company policy, you will be covered under Group Medical Insurance. The Group Mediclaim Policy will cover self and up to 3 dependents (spouse and 2 children). This insurance will start on your date of joining.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai - 400076
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ANNUAL LEAVE/PUBLIC HOLIDAYS

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A detailed appointment letter will be issued to you on your date of joining us.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

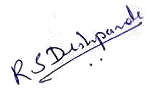
NON-DISCLOSURE AGREEMENT

I **Sherwyn Rohit D'souza**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Sherwyn Rohit D'souza, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad** email: **AkashS.Gaikwad@Xoriant.com**.

Sincerely
For Xoriant Solutions Pvt.Ltd



Rakhi Deshpande
Head-Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Sherwyn Rohit D'souza

Agreed & Accepted on

Sherwyn Rohit D'souza

Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
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Sincerely
 For Xoriant Solutions Pvt.Ltd

RSDeshpande

Rakhi Deshpande
 Head-Talent Acquisition

HR Signatory
 Actual Date of Joining:

Agreed & Accepted on
 Sherwyn Rohit D'souza

Agreed & Accepted on
 Sherwyn Rohit D'souza

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Sincerely
For Xoriant Solutions Pvt.Ltd
HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Sherwyn Rohit D'souza

**ANNEXURE C
DOCUMENT CHECK LIST**

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
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2	Color photograph's soft copy for Company photo ID card · Specification as per Id photo design are: · Having fixed width of 520px · Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side · Bottom crop by 3rd button of shirt just below the chest · Background should be white
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SOLUTIONS PVT.LTD

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing, herein after.

Name: Sherwyn Rohit D'souza

Sign: _____

- 1) Annexure A: Salary Break up
- 2) Annexure B: Description of Salary Break up
- 3) Annexure C: Document

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For XORiant Solutions Pvt.Ltd

Rakhi Deshpande
Head-Talent Acquisition

Agreed & Accepted on

Sherwyn Rohit D'souza

Agreed & Accepted on

Sherwyn Rohit D'souza

HR Signatory

Actual Date of Joining:

Mayank Srivastava, you are signed in. My Account Options

My Job Cart (0 items) | Sign Out

Job Search	My Jobpage	Offers	Tasks
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Offer has been accepted

[Printable Format](#)



SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

Ref:408277

Date: November 4, 2020

Mr Mayank Srivastava

Flat No 201 Gold Crest , Sundarnagar Road No 3 Kalina Santacruz
Mumbai, Maharashtra
India - 400098.

Dear Mayank Srivastava,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)** the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms

are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

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You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai – 400076

Tel : +91 22 3051 1000 Fax : + 91 22 3051 1111 CIN : U72900MH2002PTC138380 www.xoriant.com

ANNUAL LEAVE/PUBLIC HOLIDAYS

You will be entitled for 24 days of paid leaves per calendar year of service, or pro-rata for partial period of service in a calendar year. You are also entitled for 11 public holidays

NOTICE PERIOD/TERMINATION

This contract of employment may be terminated by either party by giving sixty days written notice or gross monthly salary in lieu thereof.

Project allocation is subject to availability of positions in the respective project at the time of your joining. Kindly note that while you accept this offer, we will be initiating your reference check in parallel. In case of a negative reference check, this offer will stand cancelled.

A detailed appointment letter will be issued to you on your date of joining us.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

I **Mayank Srivastava**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Mayank Srivastava, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad**
email: **AkashS.Gaikwad@Xoriant.com**.

Sincerely

For Xoriant Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande

Head-Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Srivastava

Agreed & Accepted on

Mayank Srivastava

Annexure A

SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	12,268	147,210
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
FLEXI PLAN	0	0
A	33,360	400,310
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
B	2,250	27,000
C = A + B	35,610	427,310
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
CTC = C + D	37,500	450,000

Sincerely

For Xoriant Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande

Head-Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Srivastava

Agreed & Accepted on

Mayank Srivastava

ANNEXURE B

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

BASIC

It is the basic amount of the CTC which is around 30% of the CTC and is taxable on all cases.

HRA

HRA is given to the extent of 50 %of your Basic. HRA exemption is applicable as per IT Rules on submission of rent receipts.

CONVEYANCE ALLOWANCE

Conveyance up to Rs.1600/- PM (Rupees One Thousand and Six Hundred Only Per Month) totaling to Rs.19200/- PA is taxable.

FIXED ALLOWANCE

Taxable

MEAL COUPON

These are the ticket coupons which are received on monthly basis and are exempt if claimed as coupons.

GIFT CARD

Tax free to the extent of Rs.5000/-pa (Rupees Five Thousand Only) per annum. It is given before Diwali. If Employee joins after Diwali, Gift card will be given in March.

FLEXI PLAN

This is a taxable portion wherein the employee claims (any or all) Meal Coupons, Gift Card, LTA, PF in their salary as taxable

MEDICAL ALLOWANCE

Medical Allowance up to Rs.1250/- PM (Rupees One Thousand Two Hundred and Fifty Only Per Month) totaling to Rs.15000/- PA is Taxable.

LEAVE TRAVEL ASSISTANCE

New employees are eligible for LTA provided leave is taken as per the rules of the Company. The maximum LTA that can be reimbursed is as per the amount mentioned in your CTC. This component is processed only on submission of bills. Employee can produce only Air / Train Tickets. If bills are not submitted then the entire amount is paid as taxable at the end of Year.

PROVIDENT FUND

You can participate in the Company's Employee's Provident Fund scheme, wherein the Company will match your annual contribution of 12% of your annual basic salary. The details are given in the Annexure.

GRATUITY

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely

For Xoriant Solutions Pvt.Ltd

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Srivastava

ANNEXURE C
DOCUMENT CHECK LIST

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
1.	Colour passport sized photographs – 8 Nos.
2	Color photograph's soft copy for Company photo ID card <ul style="list-style-type: none"> · Specification as per Id photo design are: · Having fixed width of 520px · Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side · Bottom crop by 3rd button of shirt just below the chest · Background should be white
3.	Certificates supporting your education qualifications: <ul style="list-style-type: none"> · SSC & HSC Mark sheets · Mark sheets (All Semesters) and convocation certificates of degree/ post graduation. · Additional Education Certificate and Mark sheets if any (Eg. Diploma, NIIT, MCSD, Novell Netware etc.)
4.	Following employment documents for previous all employers: <ul style="list-style-type: none"> · Appointment letter · Experience and relieving certificates. · Last 2 month's pay slip
5.	Valid passport (include if any previous visa / Work Permit authorization
6.	Pan Card
7.	Marriage Certificate
8.	Residential Proof Documents for opening bank account



SOLUTIONS PVT.LTD

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name:Mayank Srivastava

Sign: _____

- 1) Annexure A: Salary Break up**
- 2) Annexure B: Description of Salary Break up**
- 3) Annexure C: Document**

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For Xoriant Solutions Pvt.Ltd

RS Singh

Rakhi Deshpande
Head-Talent Acquisition

Agreed & Accepted on

Mayank Srivastava

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Mayank Srivastava

Offer electronically accepted by: Srivastava, Mayank
Offer electronically accepted on: Nov 30, 2020 5:51 PM
Offer electronically accepted from: 117.211.153.246

ADVANCED PRODUCT ENGINEERING ()

Overview (<https://xoriant.com/product-engineering/overview>)

Ideation & Innovation (<https://xoriant.com/product-engineering/ideation-innovation>)

Design & Development (<https://xoriant.com/product-engineering/design-and-development>)

Product Modernization (<https://xoriant.com/product-engineering/product-modernization>)

User Experience Design (<https://xoriant.com/product-engineering/user-experience-design>)

Testing & Automation (<https://xoriant.com/product-engineering/testing-and-automation>)

Ecosystem Engineering (<https://xoriant.com/product-engineering/ecosystem-engineering>)

Support, Sustenance & Lifecycle Extension (<https://xoriant.com/product-engineering/support-sustenance-lifecycle-extension>)



Anup Joseph <anup20joseph@gmail.com>

Congratulations!! Xoriant Solutions Pvt Ltd- Fresher 2021

1 message

Akash Suresh Gaikwad <AkashS.Gaikwad@xoriant.com>
To: "anup20joseph@gmail.com" <anup20joseph@gmail.com>

Fri, Sep 18, 2020 at 5:36 PM



Dear Anup Joseph,

We are pleased to inform you that you have been shortlisted for employment with Xoriant Solutions Pvt Ltd.

We are as excited as you are to onboard you from campus to the corporate journey with us to make it more fruitful & meaningful with stimulating intellectual environment.

A career at Xoriant means belonging to a technology-driven culture & discovering your geek side with us.

Your joining date will be post completion of your B.E/B.Tech/MCA degree. The offer letter will be released in the due course of time. You can reach out to us on **CampusRecruitments@Xoriant.Com** for any queries or concerns.

We have created a WhatsApp group for our shortlisted candidates from 2021 batch to stay connected for any further update.

Please join the group link : <https://chat.whatsapp.com/KbSlzr2jFyD8451861Pucb>

Congratulations once again & we look forward to working with you all !!

Regards

Campus Recruitment Team

2 attachments

image001.png
279K



SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel.: 02066046000/67119000

Ref:408272

Date: November 4, 2020

Mr Dishank Kailash Oza

25,janak House , S.M Road Wadala East
Mumbai,Maharashtra
India - 400037.

Dear Dishank Kailash Oza,

We are pleased to confirm our offer of employment to you as **Associate Software Eng.** in Grade **G1**.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.450,000.00 (Rupees Four Lakh Fifty Thousand Only)**the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

As per company policy, you will be covered under Group Medical Insurance. The Group Mediclaim Policy will cover self and up to 3 dependents (spouse and 2 children). This insurance will start on your date of joining.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated/modified on a periodic basis and new Policies may be introduced and notified to the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

Regd. Office : Winchester, 4th Floor, High Street, Hiranandani Business Park, Powai, Mumbai – 400076

Tel : +91 22 3051 1000 Fax : + 91 22 3051 1111 CIN : U72900MH2002PTC138380 www.xoriant.com

**ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled for 24 days of paid leaves per calendar year of service, or pro-rata for partial period of service in a calendar year. You are also entitled for 11 public holidays

NOTICE PERIOD/TERMINATION

This contract of employment may be terminated by either party by giving sixty days written notice or gross monthly salary in lieu thereof.

Project allocation is subject to availability of positions in the respective project at the time of your joining. Kindly note that while you accept this offer, we will be initiating your reference check in parallel. In case of a negative reference check, this offer will stand cancelled.

A detailed appointment letter will be issued to you on your date of joining us.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

I **Dishank Kailash Oza**, acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.

Dishank Kailash Oza, we believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xoriant Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact **Akash Suresh Gaikwad**
email: **AkashS.Gaikwad@Xoriant.com**.

Sincerely
For Xoriant Solutions Pvt.Ltd



Rakhi Deshpande
Head-Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Dishank Kailash Oza

Agreed & Accepted on

Dishank Kailash Oza

Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	12,268	147,210
MEAL COUPON	2,200	26,400
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A	33,360	400,310
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PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
CTC = C + D	37,500	450,000

Sincerely

For Xoriant Solutions Pvt.Ltd



Rakhi Deshpande
Head-Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Dishank Kailash Oza

Agreed & Accepted on
 Dishank Kailash Oza

ANNEXURE B

These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

BASIC

It is the basic amount of the CTC which is around 30% of the CTC and is taxable on all cases.

HRA

HRA is given to the extent of 50 %of your Basic. HRA exemption is applicable as per IT Rules on submission of rent receipts.

CONVEYANCE ALLOWANCE

Conveyance up to Rs.1600/- PM (Rupees One Thousand and Six Hundred Only Per Month) totaling to Rs.19200/- PA is taxable.

FIXED ALLOWANCE

Taxable

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These are the ticket coupons which are received on monthly basis and are exempt if claimed as coupons.

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Tax free to the extent of Rs.5000/-pa (Rupees Five Thousand Only) per annum. It is given before Diwali. If Employee joins after Diwali, Gift card will be given in March.

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This is a taxable portion wherein the employee claims (any or all) Meal Coupons, Gift Card, LTA, PF in their salary as taxable

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Medical Allowance up to Rs.1250/- PM (Rupees One Thousand Two Hundred and Fifty Only Per Month) totaling to Rs.15000/- PA is Taxable.

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New employees are eligible for LTA provided leave is taken as per the rules of the Company. The maximum LTA that can be reimbursed is as per the amount mentioned in your CTC. This component is processed only on submission of bills. Employee can produce only Air / Train Tickets. If bills are not submitted then the entire amount is paid as taxable at the end of Year.

PROVIDENT FUND

You can participate in the Company's Employee's Provident Fund scheme, wherein the Company will match your annual contribution of 12% of your annual basic salary. The details are given in the Annexure.

**SOLUTIONS PVT.LTD****GRATUITY**

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely**For Xoriant Solutions Pvt.Ltd****HR Signatory****Actual Date of Joining:****Agreed & Accepted on****Dishank Kailash Oza**

ANNEXURE C
DOCUMENT CHECK LIST

At the time of joining, you are requested to submit one independent set of photocopies of all the following documents:

Sr.No	Particulars
1.	Colour passport sized photographs – 8 Nos.
2	Color photograph's soft copy for Company photo ID card <ul style="list-style-type: none"> • Specification as per Id photo design are: • Having fixed width of 520px • Left crop by right shoulder of employee , photo with standing position at 30 degree towards right side • Bottom crop by 3rd button of shirt just below the chest • Background should be white
3.	Certificates supporting your education qualifications: <ul style="list-style-type: none"> • SSC & HSC Mark sheets • Mark sheets (All Semesters) and convocation certificates of degree/ post graduation. • Additional Education Certificate and Mark sheets if any (Eg. Diploma, NIIT, MCSD, Novell Netware etc.)
4.	Following employment documents for previous all employers: <ul style="list-style-type: none"> • Appointment letter • Experience and relieving certificates. • Last 2 month's pay slip
5.	Valid passport (include if any previous visa / Work Permit authorization
6.	Pan Card
7.	Marriage Certificate
8.	Residential Proof Documents for opening bank account

**SOLUTIONS PVT.LTD**

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name:Dishank Kailash Oza

Sign: _____

1) Annexure A: Salary Break up

2) Annexure B: Description of Salary Break up

3) Annexure C: Document

This Offer Letter is deemed to be treated as Appointment Letter upon you joining the company.

Sincerely

For Xoriant Solutions Pvt.Ltd

A handwritten signature in blue ink that reads 'RSDeshpande' with a stylized flourish underneath.

Rakhi Deshpande
Head-Talent Acquisition

Agreed & Accepted on

Dishank Kailash Oza

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Dishank Kailash Oza



To,

Name : Ashish Kumar

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

Dear Ashish Kumar,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:03-Apr-2021

Gaurav Tushar Dashpute
C9363250

5B/34, Takshila, Mahakali Caves Road, Andheri East
8652728460

Dear **Gaurav Tushar Dashpute**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

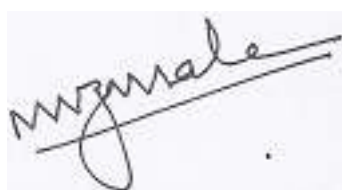
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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:15-Apr-2021

**Scriptu Rajan Jeyarajan
C9401714**

**Robinson Church Compound, 13 Sankli Street, opp. Municipal E Ward Office, Byculla, Mumbai 400008
9757214502**

Dear **Scriptu Rajan Jeyarajan**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

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ANNEXURE 1

COMPENSATION & BENEFITS

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

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Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

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 - 10% of such claims for self, spouse and 2 dependent children
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Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:03-Apr-2021

Jagruti Umarshi Bhanushali
C9363251

201,Odhavram Jyot,Uttan Road,Near Secondary School,Bhayander(West)
8080107870

Dear **Jagruti Umarshi Bhanushali**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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 - 10% of such claims for self, spouse and 2 dependent children
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1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



To,

Name : Pragati Uttam Rao

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

Dear Pragati Uttam Rao,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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



To,

Name : Rishika Vivek Korade

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

Dear Rishika Vivek Korade,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:01-Apr-2021

**Shantanu Suhas Parab
C9354967**

**C/112, Sankalp ,Ujjwal Nandadeep SocietyEvershine Nagar, Malad (West)
7045273972**

Dear **Shantanu Suhas Parab**,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



To,

Name : Urvashi Vikram Dhingra

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

Dear Urvashi Vikram Dhingra,

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

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
 - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
 - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
 - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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

Annexure A

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

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

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

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



Jayen Modi Fr. CRCE <jayen.modi@fragnel.edu.in>

Fwd: Offer from Ernst & Young LLP.

1 message

Ridhika Agarwal <ridhikanagarwal@gmail.com>

15 August 2021 at 12:44

To: jayen.modi@frcrce.ac.in

----- Forwarded message -----

From: **India Talent Acquisition** <ta.india@in.ey.com>

Date: Fri, Jul 30, 2021 at 11:50 AM

Subject: Offer from Ernst & Young LLP.

To: <ridhikanagarwal@gmail.com>

Dear Ridhika Nitin Agarwal,

Welcome to the Organisation!

Further to your confirmation, we are pleased to make you an offer for the position of **Analyst** position in **Business Consulting Risk** at our **Mumbai-Mumbai (Ruby, Dadar)** office.

Enclosed is the illustrative appointment letter.

We request you to communicate your acceptance of the offer by replying to this mail.

To move your induction process along, you have to complete the joining formalities and provide the following mandatory documents.

A) To be completed before day of induction:

- E-Aadhaar: Copy of your Aadhaar Card. Aadhaar is a critical document required for creating a new UAN or to map your existing UAN to the Provident Fund record. You can download E-Aadhaar by visiting: <https://eaadhaar.uidai.gov.in>
- Provident Fund details of existing employer
- Provident Fund passbook to check pension contribution
- Link UAN to Aadhar card. [Process](#) for easy reference

B) To be uploaded on the *On Boarding System*:

- PAN card
- Education documents
- Experience documents

Your joining on the said date will be subject to submission of the above mentioned documents.

You will receive two separate emails, one each for the documents upload and the induction schedule.

In case of any queries, please do not hesitate to contact us.

We look forward to having you on board!

Regards

Talent Operations.

P.S: This is a system generated mail. Do not reply to this mail, since this mailbox is not monitored by anyone.



The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

19 May 2021

HRUSHIKESH PRAMOD KUWLEKAR
GROUND FLOOR R-1, SAGAR VILAS /JEHANGIR TOWER,

Dear **HRUSHIKESH** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Technology Manager** in **Band - VB** and your initial posting will be at location **Mumbai - Prabhadevi** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **21 June 2021** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Brijji Ajay

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: _____

Place: _____

Date: _____

Name	HRUSHIKESH PRAMOD KUWLEKAR	
Designation	Technology Manager	
Band	VB	
Department	Technology	
Location	Mumbai - Prabhadevi	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.
- Your compensation can be restructured at any time protecting the gross salary.

19 May 2021

Sakshi Sanjay Dave

301,Ashutosh CHSL,Ram Mandir Road, Vazira Naka,Borivali West,Mumbai-91

Dear **Sakshi** ,

Subject: **Offer of employment.**

We are pleased to offer you an appointment in our organization as **Technology Manager** in **Band - VB** and your initial posting will be at location **Mumbai - Prabhadevi** in **Technology** vertical.

The proposed remuneration and benefits for the position offered are enclosed.

This offer of employment is subject to:

- A) Verification of the documents / references submitted by you to the Company
- B) Your acceptance of the offer along with the terms and conditions.

In case of acceptance, you are required to join us latest by **21 June 2021** , failing which the offer shall stand withdrawn automatically, unless otherwise communicated to you in writing.

Please sign and return duplicate copy of this letter in token of your acceptance within seven days from the date of offer.

We welcome you and wish you a long and successful career with us.

With Best Wishes,

Yours sincerely,

For ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Brijji Ajay

Talent Acquisition Manager

ACKNOWLEDGEMENT

I have read all the terms and conditions of the offer of employment and would like to confirm my acceptance.

Signature: _____

Place: _____

Date: _____

Name	Sakshi Sanjay Dave	
Designation	Technology Manager	
Band	VB	
Department	Technology	
Location	Mumbai - Prabhadevi	
Payroll	Rs. (Per Month)	Rs. (Per Annum)
Base Pay	10,125.00	121,500.00
HRA	5,063.00	60,750.00
Personal Pay	19,211.00	230,526.00
Statutory Bonus	1,400.00	16,800.00
Provident Fund (Employer)	1,215.00	14,580.00
Gratuity	487.00	5,844.00
ESIC (Employer)	0.00	0.00
Gross Fixed Salary	37,500.00	450,000.00

Note:

- The above mentioned gross fixed salary does not include Mobile and Business travel conveyance expenses as well as Health insurance, Life Insurance and Group (Personal) Accident Insurance (which would be applicable as per the prevalent Scheme of the Company).
- The present designation is subject to change depending upon work assignment from time to time.
- Your compensation can be restructured at any time protecting the gross salary.

KNP/HR/Offer./26894
10-Aug-2021

Ms. Khushi Manish Mehta
D/O Manish Mehta,
Near Axis Bank, D-404, Veena Sargam,
Mahavir Nagar, Dahanukar Wadi.,
VTC: Kandivali West, District: Mumbai,
State: Maharashtra 400067

Sub: Offer as Graduate Engineering Trainee

Dear Ms. Khushi Manish Mehta,

We are pleased to inform you that you have been selected for the above position in Corporate Planning function of our Organization. You will be placed at Mumbai - HO location. You will be on probation for a period of 6 months from the date of your joining.

The break-up of your salary and allowances is given in the sheet attached hereto. This compensation structure is subject to changes to be made by the Company from time to time in accordance with the compensation scheme of the Company.

As a part of the joining process, you are required to submit the photo copies of the documents mentioned in attached list. Also bring along with you all the certificates and testimonials in original for verification.

Please note that this offer of employment is subject to satisfactory completion of your reference check and pre-employment medical examination.

A formal appointment letter will be issued to you on your joining the Organization. You are required to join our Organization on or before 12-Aug-2021 failing which this Offer of employment shall stand withdrawn.

We look forward to you having a long and fruitful association with Kansai Nerolac.

Yours faithfully
For **Kansai Nerolac Paints Limited**



Santosh Ramesh Deshmukh
Senior Manager - Human Resources

Khushi Manish Mehta

Annexure			
Name	Khushi Manish Mehta	Grade	E03
Designation	Graduate Engineering Trainee	Location	Mumbai - HO
DOB	16-Nov-1999	Qualification	B.E/B.Tech - Production/ Industrial
Experience	Nil	Past Organization	
A. Monthly Payments		Rs. Per Month	
Basic Salary			15,000
House Rent Allowance			5,400
Amenities Allowance			1,415
Conveyance Allowance			2,200
Medical Reimbursement			1,000
Monthly Incentive (Bonus)			2,700
Total Monthly			27,715
Total Annual			3,32,580
B. Annual Payments			
Leave Travel Allowance			4,900
Provident Fund 12%			21,600
Gratuity (4.81% of Basic)			8,658
Superannuation (15% of Basic)			27,000
Gross Per Annum			3,94,738
C. Variable Pay			
Performance Linked Incentive (PLI) 14.00%			55263.00
Grand Total - Cost to Company (CTC) (A+B+C)			4,50,001

Notes:

- House rent allowance is not payable if accommodation is provided by the Company.
- Apart from the above mentioned components, you and your family will be covered under the medical insurance up to Rs 1,50,000 as per the Policy of the Company. Family means your spouse and two dependent children up to 21 years. (Please refer policy for details).
- Gratuity is payable as per the payment of Gratuity Act 1972.
- Monthly Bonus is payable as per the Bonus Act 1965.
- Superannuation is calculated @ 15 % of basic Salary and has a vesting period of 5 years.
- You are advised to refer to the detailed policy documents to fully understand the administration and entitlement of compensation & benefits plan, The company reserves the right to amend, modify or end any provision applicable at any time without advance notice.
- LTA can be claimed only on completion of 1 year of service.
- You are covered under " Employees Group Insurance policy ".



Santosh Ramesh Deshmukh
Senior Manager - Human Resources

RESIGNATION ACCEPTANCE or RELIEVING LETTER FROM PREVIOUS EMPLOYER (Photocopy)
1 PASSPORT SIZE COLOUR PHOTOGRAPH
EDUCATION TESTIMONIALS: SSC, HSC & Degree Certificate & mark sheet Post Graduate Degree / diploma
PAN CARD copy
BANK DETAILS: Account No. : IFSC Code : Name of Bank: Branch : (Copy of cancelled cheque is must)
RESIDENTIAL PROOF (Copy of Aadhar Card is compulsory + Any two from the followings) : Copy of Aadhar card (Compulsory) Copy of Valid Passport Copy of voter ID card Copy of Ration card Copy of current Electricity / Telephone/ Society Maintenance bill Copy of Driving License Copy of Ration Card



LETTER OF OFFER

Date: 5th August 2021

Name: Sunilkumar Pillai

We refer to your recent discussions with us and are pleased to offer you the position of **Trainee Software Engineer** at **Sodel Solutions Pvt. Ltd.** The position will be based at Mahape and will report to Rahul. You will be entitled to compensation and benefits as detailed in the Annexure A to this letter.

At the time of joining please submit to HR Department, the following documents:

- a) Latest Resume
- b) 2 passport size photographs
- c) Identity & Address Proof
- 1) PAN card.
- 2) Address Proof (Passport /Ration card/ Electricity Bill)
- a) Copy of educational certificates – SSC & HSC & Graduation / Post Graduation / Diplomas
- b) Copy of Offer Letter

During your training period your compensation will be **Rs. 2,12,000/-** per annum.

You will be liable to conform to the Company's policies and procedures, rules and regulations, discipline and general work practice which are subject to change from time to time.

In case the above terms of employment are acceptable to you, you are requested to kindly sign here in below in token of your acceptance of the above terms and return a copy thereof to us within seven days from the date hereof.

This offer letter is valid for a period of 07 days from the date of issue and you are requested to confirm in writing your probable date of joining the company. In the event of no written communication received, this offer stands withdrawn automatically.

You will be issued a detailed appointment letter at the time of your joining the Company.

Please note that during your employment with our Company, you will be required to maintain due confidentiality and care as regards the Company's trade secrets and confidential information.

Yours sincerely,

For Sodel Solutions Pvt. Ltd.

Rahul Agarwal

Director

I hereby accept the Offer of Employment with your Company and request you to kindly issue Letter of Appointment.

Signature:

Name:

Date:

Annexure A

CTC Details

Particulars	Annual	Monthly
Basic	160,003	13,334
HRA	80,002	6,667
Conveyance	19,200	1,600
Medical	15,000	1,250
Leave Travel Allowance	13,334	1,111
Other Allowance	112,470	9,372
Total Gross	400,000	33,334
Assured Annual Bonus	25,000	
Total CTC	425,000	



LETTER OF OFFER

Date: 14th August 2021

Name: Vismay Patil

We refer to your recent discussions with us and are pleased to offer you the position of **Trainee Software Engineer** at **Sodel Solutions Pvt. Ltd.** The position will be based at Mahape and will report to Rahul. You will be entitled to compensation and benefits as detailed in the Annexure A to this letter.

At the time of joining please submit to HR Department, the following documents:

- a) Latest Resume
- b) 2 passport size photographs
- c) Identity & Address Proof
- 1) PAN card.
- 2) Address Proof (Passport /Ration card/ Electricity Bill)
- a) Copy of educational certificates – SSC & HSC & Graduation / Post Graduation / Diplomas
- b) Copy of Offer Letter

During your training period your compensation will be **Rs. 2,12,000/-** per annum.

You will be liable to conform to the Company's policies and procedures, rules and regulations, discipline and general work practice which are subject to change from time to time.

In case the above terms of employment are acceptable to you, you are requested to kindly sign here in below in token of your acceptance of the above terms and return a copy thereof to us within seven days from the date hereof.

This offer letter is valid for a period of 07 days from the date of issue and you are requested to confirm in writing your probable date of joining the company. In the event of no written communication received, this offer stands withdrawn automatically.

You will be issued a detailed appointment letter at the time of your joining the Company.

Please note that during your employment with our Company, you will be required to maintain due confidentiality and care as regards the Company's trade secrets and confidential information.

Yours sincerely,

For Sodel Solutions Pvt. Ltd.

Rahul Agarwal

Director

I hereby accept the Offer of Employment with your Company and request you to kindly issue Letter of Appointment.

Signature:

Name:

Date:

Annexure A

CTC Details

Particulars	Annual	Monthly
Basic	160,003	13,334
HRA	80,002	6,667
Conveyance	19,200	1,600
Medical	15,000	1,250
Leave Travel Allowance	13,334	1,111
Other Allowance	112,470	9,372
Total Gross	400,000	33,334
Assured Annual Bonus	25,000	
Total CTC	425,000	



22-Mar-2021

Dear Prince Dmello,
B.Tech/B.E., Computer Science & Engineering
Fr. Conceicao Rodrigues Col of Engineering, Mumbai

Candidate ID – 14676368

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

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

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

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs.450,740/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

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

Please note:

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

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Prince Dmello **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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



22-Mar-2021

Dear Sarvesh Kulkarni,
B.Tech/B.E., Computer Science & Engineering
Fr. Conceicao Rodrigues Col of Engineering, Mumbai

Candidate ID – 15074008

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

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

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

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs.450,740/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

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

Please note:

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

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Sarvesh Kulkarni **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
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	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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



28-Apr-2021

Dear Nagendra Yadav,
B.Tech/B.E., Computer Science & Engineering
Fr.Conceicao Rodrigues Col of Engineering,Mumbai

Candidate ID – 15074655

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

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

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

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs.450,740/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

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

Please note:

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

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Nagendra Yadav **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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



27-Apr-2021

Dear Gaurav Dashpute,
B.Tech/B.E., Electronics and Electrical Engineering
Fr.Conceicao Rodrigues Col of Engineering,Mumbai

Candidate ID – 15075611

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

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

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

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

Please note:

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

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

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Gaurav Dashpute **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
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Provident Fund Wages:

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22-Mar-2021

Dear J Scriptu Rajan,
B.Tech/B.E., Electronics and Electrical Engineering
Fr. Conceicao Rodrigues Col of Engineering, Mumbai

Candidate ID – 15075761

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

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

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

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Please note:

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Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: J Scriptu Rajan**Designation:** Programmer Analyst Trainee

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28-Apr-2021

Dear Saumeel Gabhare,
B.Tech/B.E., Electronics and Electrical Engineering
Fr.Conceicao Rodrigues Col of Engineering,Mumbai

Candidate ID – 15073917

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

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

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

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

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- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Saumeel Gabhare **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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



22-Mar-2021

Dear Sebastian Dmello,
B.Tech/B.E., Electronics and Electrical Engineering
Fr. Conceicao Rodrigues Col of Engineering, Mumbai

Candidate ID – 15075868

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

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

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

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs.450,740/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

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

Please note:

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

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
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- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
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We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Sebastian Dmello **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
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- Floating Medical Insurance Coverage
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- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

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- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
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23-Mar-2021

Dear **Sneha Samuel**,
B.Tech/B.E., Electronics and Electrical Engineering
Fr. Conceicao Rodrigues Col of Engineering, Mumbai

Candidate ID – 15075605

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

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

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

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs.450,740/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

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

Please note:

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

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:

Compensation and Benefits

Name: Sneha Samuel **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
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Thursday, 01 July 2021

Ms. Feaba Johnson,

B.201 Ebenezer CHS LTD, Chulna Road (Near Balaji Darshan Building), Manickpur, Vasai(W),
Mumbai 401202,

Maharashtra

Letter of Appointment

Dear Feaba,

We are pleased to appoint you as **Associate Software Engineer** at our Thane office. The terms and conditions governing your employment are enumerated in this letter Agreement as follows:

1. **Salary:** Your Total Compensation will be ₹ 400000/- Rupees Four Lakh(s) Only per annum.

The detailed break-up of your Total Compensation is specified in Annexure I.

You are required to keep your salary information confidential always and not disclose it to anybody else in the Company.

2. **Probation:** You will be on probation for a period of six months from **01-Jul-2021**.

- a) You will be entitled for privileged leave on completion of one month from your date of joining. However, due to illness if you are medically unfit for work, you will be granted leave at the discretion of the Management on submission of appropriate medical certificates.
- b) During the Probation period, as required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory; the company reserves the right to terminate your services with immediate effect.
- c) During the Probation period, post satisfactory completion of trainings (as applicable) mentioned in clause 2.2, your service may be terminated at the discretion of the Company, with or without assigning any reason, with one month's notice or salary in lieu of notice.

In case you decide to resign from the Company during the Probation period, you will be liable to give one month's notice in writing or payment in lieu thereof. Your payment in lieu of notice period will however be subject to acceptance by the Company.

- d) On satisfactory completion of probation, you will be considered for regular employment in the Company and a **Letter of Confirmation** will be issued to you. Your period of probation may be modified at the discretion of the Company, depending on your performance and other factors.

Ugam Solutions Pvt. Ltd.

6th Floor, B-Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400062

Unit no: A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 16Z Road, Wagle Industrial Estate, Thane (West), Thane - 400 604

Registered Office: 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400 013

Board Line No.: +91 22 6652 7300 Email: info@ugamsolutions.com Website: www.ugamsolutions.com

CIN: U72900MH2000PTC125592

Vmehle

- 3. Confidentiality:** During the term of your employment, and at any time thereafter, you shall maintain strict confidentiality and not divulge, disclose, or impart to any person/organization "Confidential Information" about Ugam Solutions Pvt. Ltd. ("the Company") which may be your personal privilege to be aware of, by virtue of your employment in the Company. You may access and retain copies (either in physical or electronic format) of, all such Confidential Information, only to the extent required for the effective discharge of your duties. In any case, you will not be permitted to transmit such Confidential Information, in any format whatsoever, outside the facilities of the Company.

"Confidential Information" shall include, but shall not be limited to, information which is not generally known to the competitors of the Company concerning the Company's business and operations, trade secrets, customer identity and lists, sales and management, supplier lists, employee effectiveness and compensation, market strategies and plans, profit and loss information, product cost, gross margins, credit and other sales terms and conditions, computer programs, source code, formats and algorithms, other technical information and know-how, systems and procedures, trade secrets, databases, systems, and generally the Company's goodwill with its customers. Confidential Information shall also include information contained in projects executed by the Company (such as scope of work, Company's client information, questions, responses, analyses, costs, pricing, methods, and reports), marketing surveys, manuals, memoranda, price lists, employee programs, records, training methods, personnel information, all other proprietary information, whether or not designated, legended, or otherwise identified by the Company as Confidential Information. Confidential Information shall also include all names and addresses of employees of the Company, comparable confidential information of the Company's clients, including without limitations all survey questions and responses; and you shall specifically acknowledge that as a general matter, all client-supplied information is considered as Confidential Information.

- 4. Intellectual Property:** The rights to any inventions, improvements, discoveries, concepts, ideas, systems, methods, computer programs, proprietary models, databases, computer software and works of authorship related to Company's operations and arising out of any work done during your employment or created using Company's infrastructure and/ or resources would automatically vest with the Company ("Company Intellectual Property"). In this connection, where required, the Company may obtain patent rights in its name (or jointly with others) based on your invention, discovery, or other creative effort, whether arising directly for work done during your employment or otherwise created using Company's infrastructure and/ or resources. Further, you agree that all such work created by you are "Works Made for Hire" and the Company may seek copyright registration for such work. You agree that all other work, whether copyrightable or not, including without limitation any works which may be deemed by competent authority not to be 'Works made for Hire', created as above, are hereby assigned to the Company, including without limitation all right, title and interest in and to the copyright thereof throughout the world including all moral rights, all renewals and extensions thereof and the right to make

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Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website: www.ugamsolutions.com

CIN : U72900MH2000PTC125592

and distribute copies in any media, to translate, and/or make derivative works there from. You agree to execute for all registrations, assignments, transfer documents and other instruments necessary or desirable in the reasonable opinion of the Company to record any assignment or registration of copyright or other transfer of ownership in any work.

You are specifically made aware that you will not be liable to any compensation for such acts, and that any rewards which the Company may choose to bestow will not be deemed to confer any rights towards that invention, discovery, or improvement in the above for you. It is explicitly agreed that you do not have any right to use the work created herein in any other engagement.

- 5. Software Copyright Act:** We enforce the copyright act and any unauthorized copying of software, documentation, manuals etc. is an infringement of this act and is a disciplinary offence.
- 6. Job Assignments:** During your employment you may be given any assignment arising out of the Company's business that the management, in its judgment, reasonably feels is suited to your background, qualifications or experience. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your usual duties during your employment.
- 7. Business Continuity:** The Company may from time to time impart or/and sponsor you for training in specialized areas, including but not limited to, training on the use of industry standard software tools and applications, client proprietary software tools and applications, and general management and performance improvement. You may also be required to take important assignments abroad. For such activities you will be required to execute a Business Continuity Agreement to serve the Company for a minimum specified period from the beginning of such special training/ important assignments. The period of such service shall be decided on a case to case basis.
- 8. Relocation / Deputation:**
 - a) In addition to your compensation as stated above, if you are relocating from any city of India for the purpose of this employment and if Ugam incurs expenses on your relocation, you hereby agree that in the event you leave Ugam at any time before the completion of Twelve (12) months from the date of your joining, you shall pay Ugam the said amount incurred towards your relocation (including cost of travel). Further, you also hereby authorize Ugam to make necessary adjustments in the full and final payment to be made to you on your separation.
 - b) The Company may, in its business interests, or in exigencies, relocate/ depute you to its office/s, subsidiaries, or affiliates, in India or abroad, or at customers' locations. In such cases of relocation/ deputation, you will be governed by the Company's transfer policy and guidelines.

Ugam Solutions Pvt. Ltd.

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Board Line No.: +91 22 6652 7300 Email : info@ugamsolutions.com Website: www.ugamsolutions.com

CIN : U72900MH2000PTC125592

9. Termination of regular employment:

a) Termination on insolvency:

If you become bankrupt or be adjudged insolvent or compound with your creditors, the Company shall be entitled to terminate forthwith without any notice or payment in lieu of notice.

b) Termination on discovery and/ or identification of criminal records:

If the Company, at any time during the subsistence of your employment, discovers and/ or identifies that you were convicted or are being convicted of any criminal offence or have had any past criminal records, the Company shall be entitled to terminate forthwith without any notice or payment in lieu of notice.

c) Termination on incorrect past records:

Your appointment is substantially based on the information provided by you. If it is found at any stage that the information provided by you is incorrect or that some information is suppressed, such act shall make you liable to immediate removal from the services of the Company. In such events, it would not be necessary for the Company to give you any notice, or payment in lieu thereof, whatsoever.

d) Termination on misconduct or breach of the service conditions or provisions of this letter: If you shall at any time be guilty of misconduct, commit any breach of the service conditions or refuse or wilfully neglect to perform to the satisfaction of the Company any of the duties entrusted upon you or commit any other act which in the opinion of the Company is prejudicial to the interest of or is an act of misconduct, the Company may at once, without any previous notice, terminate your services, apart from any action which the Company may take against you for breach of contract as deemed appropriate. In such events, it would not be necessary for the Company to give you any notice, or payment in lieu thereof, whatsoever.

e) Company's decision on termination to be final and binding: The Company's decision as to the occurrence of any events mentioned to clause 9a and 9b above shall be final and binding on you and you shall not be entitled to question the same on any ground whatsoever.

f) Termination by Notice:

Without prejudice to clause 9a, 9b, 9c, 9d above, on being confirmed as a permanent employee, your appointment is terminable by either side giving **Two** months' notice in writing or payment in lieu thereof. However, in case of termination on the ground of gross misconduct, no notice period is required to be given by the Company. Your payment in lieu of notice period will however be subject to acceptance by the Company. You shall be governed by the resignation/ separation policy of the Company as applicable from time to time. In the event you serve a notice of termination of employment, any unauthorized shortfall in notice will be viewed as breach of contract and the Company reserves the right to take appropriate legal action against such person.

All notices under this letter shall be in writing and shall be served by sending the same by Registered Post addressed to either party at the address hereinbefore written and in proving service, it shall be sufficient to show that the same has been properly addressed and posted.

Also, in the event of termination of employment because of any of the aforementioned clauses, if the Company is required to recover any payment from you, the Company reserves the right to adjust any payments due to you including but not limited to any payments arising out of any statutory obligations.

10. Non-solicitation: For the duration of your employment at the Company, and for a period of twelve (12) months thereafter, you shall not directly or indirectly either for yourself or as an agent of or in conjunction with any person or entity:

- a) Solicit employment with, nor respond to the solicitation of your employment by, any of the Company's clients, either directly or indirectly.
- b) Solicit and enter into any business relationship for offering or selling Business Process Outsourcing, Information Technology Enabled Services, computer software development and support and professional services, to any customer, client, licensor, licensee, or any other business associate of the Company to the detriment of the Company.
- c) Solicit, recruit, attempt to recruit, hire, attempt to hire, encourage, or support any employee of the Company to leave the employment of the Company.
- d) Solicit, encourage, or support any supplier of goods or services, contractor, or consultant of the Company to discontinue supplies, contracting or providing services to the Company.

11. Guiding Principles, Policies & Procedures:

- a) **Working Hours:** The standard work week for employees will be governed by the rules of the Company in this regard. The exact work timings will however be based on and may vary as per business needs and may require you to work in night shifts. You are expected to report to work promptly at the scheduled time each workday.
- b) **Leave:** You will be entitled for leave as per the leave policy of the Company.
- c) The employee shall retire on his/her reaching the age of fifty-eight (58) years or earlier if found medically unfit for the job assigned to him/ her at the sole discretion of the Company. The age or date of birth already given by the employee in his/her application or provident fund declaration, whichever is earlier shall be treated as binding and final. The Company may at its discretion extend the term of employment beyond the age of retirement on such terms specifically decided and agreed.
- d) You will not take any direct/ indirect business or work, honorary or remuneratory except with the prior written permission of the management in each case.
- e) You will keep us informed of any change in your residential address, civil or marital status and other such matters.
- f) Taxes and Deductions such as Income Tax, Professional Tax, and or any other statutory payments would be to your account.
- g) You will not seek membership of any local/ public body without obtaining prior permission of the Management in each case.
- h) You are required to strictly adhere to the policies of the Company governing the use of the computing and telecommunication facilities which prohibits, among other things, the usage, download, storage and distribution of pornographic

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material, job sites, and viruses or any other material, from the internet or any other source, that may be potentially harmful to the business of the Company.

- i) You will be responsible for safe keeping and return in good condition/order, whenever demanded by the Company all Company owned/leased/hired property, which is/will be in your use, custody or charge for the business purpose of the Company during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from the employee by the Company. You will always abide by the instructions given to you for their handling, legal, commercial and insurance related matters pertaining to the said property.
- j) You will observe general decorum and discipline and will be governed by policies and procedures and its guidelines as in force from time to time. The Company shall have the right to vary or modify any of the terms and conditions of service at any time, which shall be binding on you and shall override this letter to that extent.
- k) You agree that you will not at any time after the termination of your employment, either personally or by your agent directly or indirectly represent yourself as being in anyway connected with or interested in the business of the Company.
- l) **Waiver:** The failure of the Company at any time to demand strict performance by the employee of any of the provisions of this letter shall not be construed as a continuing waiver or relinquishment and the Company may, at any time demand strict and complete performance by the employee of the said provisions.
- m) **Entire agreement:** This letter sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between them relating thereto.
- n) **Further Acts and assurances:** Each of the Parties agree to execute and deliver all such further instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this letter.

12. Loss of Lien: In case of your overstaying sanctioned leave, or any absence without permission of more than 5 (five) consecutive working days, you shall lose lien of your services and the Company will be entitled to strike off your name from its rolls, without any reference to you.

13. Indemnity: You expressly agree to defend, indemnify and hold the Company harmless from and against all claims, demands, damages, injuries, expenses and liability arising from your acts of omissions or negligence.

14. Jurisdiction: Any dispute arising out of the employment or terms of service shall be subject to the jurisdiction of competent court in Mumbai.

15. Severability: All terms and provisions of this letter are severable and any term or provision of this letter or any application thereof which may be prohibited or unenforceable by law shall be ineffective to the extent of such prohibition or unenforceability without affecting the remainder of this letter or any other application of such term or provision.

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16. Successors and Assigns: The Company shall have the right to assign its rights, obligations and privileges hereunder to an assignee that agrees in writing to be bound by the terms and conditions of this letter Agreement. The terms and conditions of this Agreement shall also bind and inure to the benefit of the permitted successors of the Company. You shall not assign any of your rights, obligations or hereunder without the prior written consent of the Company.

17. Survival: Upon the termination of your employment with the Company, due to the provision of clause 9 above or otherwise, clauses 3, 4, 5 and 10 above shall survive and continue in effect.

18. Reference and Background Check: The letter of appointment will be considered void and an employee will be required to leave with immediate effect under no dues condition from the company, in case of unsatisfactory or negative reference or background check identified at any time later than the date of this letter, whether conducted by the company or third party.

19. Personal Information: The Company shall request personal information and related documentation about yourself and/or dependents including but not limited to full name, residential address, date of birth, nationality, bank account information, gender, personal email address, contact information, emergency contact information, marital status, education details, prior work experience details, blood group, Passport, Visa information, PAN Card Number, Aadhar Card, Social Security Number, National Insurance Number on the day of joining or anytime during your tenure of employment.

The Company shall collect such information for purposes including but not limited to: a) submission to regulatory/enforcement authorities. B) providing proof of employment as requested c) deriving various employee demographics and sharing the same with relevant stakeholders including but not limited to clients, potential clients, vendors, shareholders, regulatory/enforcement authorities.

All such information collected shall be Company's property and shall be stored as per policy with the Company. During your employment you shall be responsible to update the Company's records in case there is any change in the above information. Such information as mentioned above shall not be updated after last day of your employment with the Company.

Your information shall be stored on highly secured server on the Company's premises or on secured server on the cloud. Access to this information including any personal documentation shall be highly restricted to the required stakeholders only.

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During your employment, you shall have the right to a) access such information b) request for updating/correcting such information by providing relevant supporting evidence c) know how and where your information is stored.

On signing this letter, you hereby give your consent to Company to capture, store and maintain such details provided by you for any official purpose, as per applicable rules/regulations/guidelines."

20. Validity of the Appointment: This appointment is valid a) subject to receipt of satisfactory responses/ feedback during reference and background checks to be made with your previous employers, b) subject to your acceptance of the letter of intent / offer within one week of receipt.

21. Acceptance: The terms and conditions of your appointment will remain valid till the Company informs you about any change/ modifications and the said changes will override the terms and conditions of this letter from that date onwards. If the terms and conditions of appointment enumerated in this letter, including its annexure, are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this letter and returning it to the Company.

22. Force Majeure: Neither Party shall be liable to the other for any delay or failure in the performance of any of its duties and obligations under this letter to the extent that such delay or failure is caused by any event or circumstances beyond its control including any Acts of God.

We wish you a long and successful career at Ugam!

Yours faithfully,



Vaishali Mehta,
Sr. Vice President - Human Capital Management

Acknowledgement

I accept this letter, its terms and conditions and agree to join on or before **01-Jul-2021**.

Name: **Feaba Johnson**

Signature: _____

Date: 01-07-2021

Ugam Solutions Pvt. Ltd

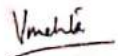
6th Floor, B Wing, Prism Tower, Malad Link Road, Goregaon (West), Mumbai - 400062

Unit no A1, A2, A3 & B1, 4th Floor, Building no. 1, Ashar IT Park, 162 Road, Wagle Industrial Estate, Thane (West), Thane - 400604

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Annexure II

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of the date of employment i.e. **01-Jul-2021** (the "Effective Date") by and between **Feaba Johnson**, residing at B.201 Ebenezer CHS LTD, Chulna Road (Near Balaji Darshan Building), Manickpur, Vasai(W), Mumbai 401202 Maharashtra employed as **Associate Software Engineer** (hereinafter "Employee") and **Ugam Solutions Pvt. Ltd.**, a company registered under the Companies Act, 1956, having its principal place of business at Prism Tower – B Wing, 6th Floor, Malad Link Road, Goregaon (West) Mumbai – 400 062 (hereinafter "Ugam"). Employee and Ugam agree as follows:

1. "Confidential Information" is all technical and non-technical information being disclosed by Ugam to Employee, including but not limited to product information, plans and pricing, financials, budget, marketing plans, business strategies, customer information, employee list and information, client or prospective client list, vendor or prospective vendor list, projects, data, research and development, software, APIs, specifications, designs, proprietary formulae and proprietary algorithms belonging to Ugam or its Clients, know-how, ideas, concepts disclosed whether orally or as embodied in tangible materials.
2. Employee will: (a) hold Ugam's Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of the Company's employees or agents with a need to know such information and who have previously agreed (e.g. as a condition to their employment or agency) to be bound by terms respecting the protection of Confidential Information which are substantially similar to those of this Agreement and which would extend to Ugam's Confidential Information; (c) use such Confidential Information only for the purposes for which it was disclosed; and (d) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information unless otherwise specified in writing by Ugam.
3. The provision of any such Confidential Information by Ugam does not constitute a license or transfer under any intellectual property rights of Ugam except as expressly provided herein. In addition, the existence and terms of this Agreement and the fact that discussions have taken, are taking, or may take place may not be disclosed by Employee without Ugam's prior written consent.
4. The Employee agrees that notwithstanding the separation of his/ her employment with Ugam for any reason whatsoever, the Employee will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the Confidential Information and affairs of Ugam.
5. The restrictions in Section 2 will not apply to Confidential Information to the extent it (a) was in the public domain at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement; (c) was lawfully

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received by Employee from a third party without such restrictions; (d) was known to Employee without such restrictions prior to its receipt from Ugam; (e) was independently developed by Employee without breach of this Agreement; (f) was generally made available to third parties by Ugam without such restriction; or (g) is required to be disclosed by Employee pursuant to judicial order or other compulsion of law, provided that Employee will provide to Ugam prompt notice of such order and comply with any protective order imposed on such disclosure.

6. Upon intimation from Ugam, all copies of Ugam's Confidential Information in the possession of Employee will be returned to Ugam or promptly destroyed to the satisfaction of Ugam.
7. Employee acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Ugam to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Employee acknowledges that Ugam will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.
8. Any misconduct or breach of any of the terms and conditions of this Agreement shall make the Employee liable to immediate removal from the services of the Company apart from any action which the Company may take against the Employee for breach of Agreement as deemed appropriate. In such events it would not be necessary for the Company to give the Employee any notice, or payment in lieu thereof, whatsoever. Further, employee shall be liable to indemnify and hold Ugam harmless against any losses, costs, claims, damages, or expenses incurred by Ugam either as a result of the unauthorized disclosure by Employee of any of the Information or because of the breach of any of the terms of this Agreement by Employee.
9. This Agreement is effective as of the Effective Date and may be terminated by Ugam at any time upon written notice. However, Employee's obligations under Section 2 with respect to Ugam's Confidential Information that has been disclosed to Employee during the term of this Agreement will survive any such termination unless and until such Confidential Information falls within Section 5. In addition, Section 7 and this Section 9 will survive any such termination of this Agreement.
10. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be cancelled, assigned, or modified except by the written agreement of both parties. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the Courts in Mumbai, without giving effect to conflict of law provisions or to constructive presumptions favoring either party.

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11. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by through post by registered letter addressed to the physical address above or hand delivered to the Employee, and if to Ugam at the fax number or physical address set forth below, or to such other fax numbers or addresses as either party may specify to the other in writing. Notice by any other means will be deemed made when received by the party to which notice is provided.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Employee Signature: Feaba

Employee Name: Feaba Johnson

Employee Designation: Associate Software Engineer

Authorised signatory for Ugam Solutions Pvt. Ltd.

Vmehta

Vaishali Mehta
Sr. Vice President - Human Capital Management

Vmehta

Ugam Solutions Pvt. Ltd.		
Name	Feaba Johnson	
Designation	Associate Software Engineer	
With effect from	01-Jul-2021	
Annexure I: Salary Structure (In ₹)		
Salary Heads	Per Month	Per Annum
Fixed Components (FC)	26,523	3,18,273
Basic Salary	16,167	1,94,000
HRA	8,083	97,000
Special Allowance	2,273	27,273
Bonus (B) +	3,233	38,800
Gross Salary (G)	29,756	3,57,073
Retirals & Mediclaim (RM)	1,800	42,927
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	9,327
Mediclaim Premium +++	-	12,000
Total Compensation (G + RM)	31,556	4,00,000
Take Home Before Tax (G - PF)	27,956	3,35,473
+++ Insurances		
1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents		
2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher		
3. Group Term Life insurance coverage of ₹ 8 Lakhs or 1.5 times your Total Compensation, whichever is higher		
+ Includes any bonus payable as per the 'Payment of Bonus Act'		
++ Payable as per the 'Payment of Gratuity Act''		
Additional Night Shift & Food Allowance of ₹ 250/- for every night shift worked		
^ Performance Based Pay will be paid based on annual performance assessment as per the Performance Management & Variable Pay Policy		
₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution		
Home drops between 11:00 PM and 6:00 AM IST. Shuttle pick up & drop at regular intervals from Thane & Goregaon office.		

Vmehta

Vaishali Mehta

Sr. Vice President - Human Capital Management

Vmehta

To,
Gouri Avadhoot Kanitkar,
Building No. 2,
Block No. 25,
Anirudha CHS,
Sant Janabai Road,
Vile Parle East,
Mumbai 400057,
Maharashtra.

Dear Gouri ,

Congratulations! You are part of the Neebal family !! We are pleased to extend to you our offer to join Neebal Technologies Private Limited (henceforth referred to as “Neebal” or the “Company”), as a “**Trainee Software Engineer**” on the terms and conditions set forth in this Offer Letter.

You will join us as a full time employee on **15th June 2021**. The address of our premises is B1-007, Boomerang, Chandivali Farm Road, Powai, Andheri (East), Mumbai – 400 072. As long as you join us as a full time employee and remain actively employed by the Company, you will be eligible for the compensation indicated in the attached Annexure A (during your period of probation) and thereafter as per Annexure B subject to the following terms and conditions:

PERIOD OF PROBATION

You are subject to a **six** month probationary period from the date you report for work. It is essential that you join on the date as mentioned in the offer letter. After accepting our offer, if you do not report for work on the stipulated date, this offer letter will stand withdrawn. During the probation period, your performance will be continuously evaluated and your appointment will be confirmed after the successful completion of the said period of probation or any extension thereof with an Appointment Letter. Neebal reserves the right to terminate the employee within 30 days without any compensation in case of mediocre performance.

EMPLOYMENT CONFIRMATION

On successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal for which a suitable written communication will be issued in your favour.

BENEFITS, INCREMENT AND PROMOTION

Your growth in the Company and increase in salary will solely depend on your performance and contribution to the Company. You will receive the remuneration defined in Annexure A during the probation period.

After successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal and your annual all inclusive Cost To Company (CTC) will be incremented as per Annexure B.

Your annual variable component will be based on your performance rating accrued to you by your supervisors and feedback of our clients. Neebal follows a rating system of 1-5. Variable amount will be paid out to after completing 3 year of employment bond.

You will be eligible for your next annual increment in **April 2023**.

You will be responsible to plan for appropriate tax savings, the satisfactory proof of which will be submitted to us well in time or else the applicable taxes will be deducted from your monthly salary. A complete breakup of your salary structure is defined in Annexure B.

MINIMUM SERVICE PERIOD

Neebal has invested and continues to invest a large sum of money in creating and maintaining world class facilities to ensure the growth and development of its employees by making available to them continuous learning/training programs, access to the latest books and periodicals that are published globally, providing them with the latest hardware gadgets and software tools that are available, etc. and as such expects each of its employees to work a minimum no. of **30 months** (excluding probation period) with Neebal failing which, you will be liable to pay Neebal a sum of **INR 1,50,000.00 (Rupees One Lakh Fifty Thousand Only)**. A non-dated cheque of the above mentioned amount will be required to be submitted by you on your first day of employment favouring Neebal Technologies Pvt. Ltd. that will remain in the custody of Neebal and will be returned to you on your completion of the said minimum period of service as mentioned above.

TRANSFER

Neebal reserves the right to transfer your services at any of its offices, work-sites, associates or affiliate companies including at its client's location anywhere within or outside India, on the terms and conditions as applicable to you at the time of transfer.

CONDUCT

You shall not at any time engage in or be concerned with or become interested, directly or indirectly in any business (including that of Neebal's customers), work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (The Company being the sole judge thereof). You shall be governed by all rules, regulations and policies of the Company. You will be liable to pay the service agreement fee if your services are terminated on the grounds of non compliance of policies or non performance during the service agreement period.

WORKING HOURS

The default working days in the probation period in Neebal is from Monday to Saturday and employees are required to complete 54 hours of billable or approved work in that week.

Post confirmation working days would be from Monday to Friday and employees are required to complete 45 hours of billable or approved work in a week.

ALTERNATE EMPLOYMENT

As a full-time employee of Neebal, you are not permitted to undertake any other business, assume any public office, honorary or remunerative, without the prior written permission of Neebal.

LEAVE

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

You will be eligible for a total of **12** of earned leaves on completion of every year of your service.

UNAUTHORIZED ABSENCE

Your unauthorized absence from the job for a continuous period of more than three (3) working days will be treated as absconding from duty, and in the event of your not reporting for job within 10 days from the date of absence, the same would be treated as "Your voluntary abandonment of the job" and it shall be deemed that you are no longer interested in working and have abandoned the job on your own accord. Neebal will then have a right to initiate legal proceedings against you.

TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the term of your work, you may have access to and become familiar with various trade secrets and confidential information belonging to the Company, its affiliates and its customers. You shall acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. You shall agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever or to divulge such information to any person, partnership, corporation or entity other than those expressly designated by the Company unless such employee is compelled to disclose it by judicial process.

RESTRICTIVE COVENANT

The Company is in the business of providing various services including services in the computer software and information technology area. By signing this agreement, you acknowledge that:

- a. The Company's services are highly specialized.
- b. The identity and particular needs of the Company's customers are highly confidential and must be kept that way.
- c. The Company has a proprietary interest in its customer list and relationships.
- d. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customer are highly confidential and constitute trade secrets.

You shall also during the tenure of your employment with the Company not engage yourself either directly or otherwise or carry out either by yourself or through any other person or entity any work, take assignment or contract for development or maintenance of computer software, or any such package or products belonging to or owned or possessed by any individual or group of individuals or entity even outside your normal working hours with the Company.

You will not directly or indirectly solicit, take up employment or transact any sort of business directly or indirectly with any person, company, firm, or corporation which is or was the customer of the Company on behalf of yourself or any other person, firm, company or corporation, for a period of one (1) year after this job appointment has been terminated for any reason, regardless of whether the termination is initiated by the Company or Yourself.

TERMINATION AND NOTICE PERIOD

The Company shall have the right to terminate your employment, without any notice, in the event of any of the following:

1. Breach of any of the conditions of this agreement; and any other rules made applicable to you in respect of your employment with us.

2. Violation on your part of the Company's rules with regard to the authenticity and information declared at the time of joining the Company.
3. Any misconduct on your part;
4. Failure to carry out any of your duties and obligations.
5. Undisciplined and/or immoral code of conduct
6. Any breach of trust or confidentiality of any sort from your side.

During the period of probation, Neebal Technologies Pvt. Ltd. alone has the right to terminate the contract of employment.

After completion of the said probation and confirmation thereof, Neebal Technologies Pvt. Ltd. has the right to terminate the contract of employment by giving 30 days notice to that effect in writing or salary in lieu thereof. The right to terminate the contract of employment can be exercised by you upon giving at least 90 Days' notice to that effect in writing.

The 'Non Disclosure' and 'Maintenance of Business Secrecy' as defined and narrated above shall survive even after the termination of this agreement.

DISPUTE

Any dispute between yourself and the company concerning with or relating to or arising out of this contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

EMPLOYMENT VERIFICATION

The Company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, Medical history and other background checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "DOCUMENTATION REQUIRED". If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment. When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action. In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

DOCUMENTATION REQUIRED

Please bring along with you the following documents in original and one copy of the same.

- Duly acknowledged copy of this Letter of Offer
 - Undated cheque from your bank account in the name of the Company for Rs.1,50,000.00
 - 2 copies of your recent passport size photograph with white background.
- Attested copies of the following:
- Proof of age
 - SSC/HSC or equivalent examination mark sheets
 - Diploma / Degree for all the Semesters / Years or Passing Certificate

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

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CIN U74120MH2012PTC226006

- Passport / Voter ID card / Ration Card.
- Two / Four wheeler Driving License.
- Pan card & AADHAAR card (If Any)
- Medical Fitness Certificate detailing medical history of last 3 years

You are requested to note that our offer is subject to your submitting the above documents. According to the standard practice of our Company, you will treat the above terms of this Letter of Offer as confidential.

We are enthusiastic and pleased that you are going to be a part of our organization. To accept this offer of employment, you will need to sign this offer letter and send or courier the offer of employment forms to indicated address within 14 business days from the date of this letter.

All additional pre-employment documentation provided to you must be completed and returned on your start date. We look forward to your joining the Company.

Please reach out to us at 022-28574118 or at hr@neebal.com, if you need further directions.

Sincerely,

Authorized Signatory
Neebal Technologies Pvt. Ltd.

Enclosed: Annexure A of the offer (as applicable to you)
I have read, understood and agreed to the terms and conditions as set forth in this offer letter and the Annexure to the same.

GOURI AVADHOOT KANITKAR

(Your Signature)
Date
Location

Annexure A

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

COMPENSATION DETAILS		
NAME	Gouri Avadhoot Kanitkar	
DESIGNATION	Trainee Software Engineer	
BAND	Band 1	
MONTHLY COMPONENT (Deductions will be applied based on actuals)	Per Month (INR)	Per Annum (INR)
Basic	9,600	115,200
Bucket of Allowances (Dearness, HRA, Professional)	4,800	57,600
Earned Gross Salary	14,400	172,800
TDS (10%)	1,600	19,200
Cost to Company	16,000	192,000

Annexure B

Neebal Technologies Pvt .Ltd

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CIN U74120MH2012PTC226006

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

The duration of accrual of your annual variable component will be based on your performance in the training program as well as your probation period. The maximum duration of accrual is 3 years.

Name	Gouri Avadhoot Kanitkar	
DESIGNATION	Trainee Software Engineer	
BAND	Band 1	
COMPONENTS	Per Month (INR)	Per Annum (INR)
Basic	₹8,333.33	₹100,000.00
HRA	₹4,166.67	₹50,000.00
Conveyance Allowance	₹1,600.00	₹19,200.00
Medical Allowance	₹1,250.00	₹15,000.00
Travel Allowance	₹1,500.00	₹18,000.00
LTA	₹333.33	₹4,000.00
Special Allowance	₹10,149.58	₹121,795.00
EARNED GROSS (A)	₹27,332.92	₹327,995.00
Employee PF	₹1,800.00	₹21,600.00
Professional Tax	₹200.00	₹2,500.00
Food Coupon	₹0.00	₹0.00
DEDUCTIONS (B)	₹2,000.00	₹24,100.00
EARNED NET (A-B)	₹25,332.92	₹303,895.00
Gratuity	₹400.83	₹4,810.00
Mediclaime	₹466.25	₹5,595.00
PF Employer	₹1,800.00	₹21,600.00
STATUTORY (C)	₹2,667.08	₹32,005.00
VARIABLE (D)		
Performance Bonus		₹40,000.00
Cost To Company (A+C+D)	₹33,333.33	₹4,00,000.00

NTHR/21-22/V029

26th April , 2021

To,
Jeneya Jerome Rumao,
Jeevan Sathi,
Gass, Garcian Nagar,
Po- Sopara,
Nallasopara(W),
Pin - 401203.

Dear Jeneya,

Congratulations! You are part of the Neebal family !! We are pleased to extend to you our offer to join Neebal Technologies Private Limited (henceforth referred to as “**Neebal**” or the “**Company**”), as a “**Trainee Software Engineer**” on the terms and conditions set forth in this Offer Letter.

You will join us as a full time employee on **15th June 2021**. The address of our premises is B1-007, Boomerang, Chandivali Farm Road, Powai, Andheri (East), Mumbai – 400 072. As long as you join us as a full time employee and remain actively employed by the Company, you will be eligible for the compensation indicated in the attached Annexure A (during your period of probation) and thereafter as per Annexure B subject to the following terms and conditions:

PERIOD OF PROBATION

You are subject to a **six** month probationary period from the date you report for work. It is essential that you join on the date as mentioned in the offer letter. After accepting our offer, if you do not report for work on the stipulated date, this offer letter will stand withdrawn. During the probation period, your performance will be continuously evaluated and your appointment will be confirmed after the successful completion of the said period of probation or any extension thereof with an Appointment Letter. Neebal reserves the right to terminate the employee within 30 days without any compensation in case of mediocre performance.

EMPLOYMENT CONFIRMATION

On successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal for which a suitable written communication will be issued in your favour.

BENEFITS, INCREMENT AND PROMOTION

Your growth in the Company and increase in salary will solely depend on your performance and contribution to the Company. You will receive the remuneration defined in Annexure A during the probation period.

After successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal and your annual all inclusive Cost To Company (CTC) will be incremented as per Annexure B.

Your annual variable component will be based on your performance rating accrued to you by your supervisors and feedback of our clients. Neebal follows a rating system of 1-5. Variable amount will be paid out to after completing 3 year of employment bond.

You will be eligible for your next annual increment in **April 2023**.

Neebal Technologies Pvt .Ltd

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CIN U74120MH2012PTC226006

You will be responsible to plan for appropriate tax savings, the satisfactory proof of which will be submitted to us well in time or else the applicable taxes will be deducted from your monthly salary. A complete breakup of your salary structure is defined in Annexure B.

MINIMUM SERVICE PERIOD

Neebal has invested and continues to invest a large sum of money in creating and maintaining world class facilities to ensure the growth and development of its employees by making available to them continuous learning/training programs, access to the latest books and periodicals that are published globally, providing them with the latest hardware gadgets and software tools that are available, etc. and as such expects each of its employees to work a minimum no. of **30 months** (excluding probation period) with Neebal failing which, you will be liable to pay Neebal a sum of **INR 1,50,000.00 (Rupees One Lakh Fifty Thousand Only)**. A non-dated cheque of the above mentioned amount will be required to be submitted by you on your first day of employment favouring Neebal Technologies Pvt. Ltd. that will remain in the custody of Neebal and will be returned to you on your completion of the said minimum period of service as mentioned above.

TRANSFER

Neebal reserves the right to transfer your services at any of its offices, work-sites, associates or affiliate companies including at its client's location anywhere within or outside India, on the terms and conditions as applicable to you at the time of transfer.

CONDUCT

You shall not at any time engage in or be concerned with or become interested, directly or indirectly in any business (including that of Neebal's customers), work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (The Company being the sole judge thereof). You shall be governed by all rules, regulations and policies of the Company. You will be liable to pay the service agreement fee if your services are terminated on the grounds of non compliance of policies or non performance during the service agreement period.

WORKING HOURS

The default working days in the probation period in Neebal is from Monday to Saturday and employees are required to complete 54 hours of billable or approved work in that week.

Post confirmation working days would be from Monday to Friday and employees are required to complete 45 hours of billable or approved work in a week.

ALTERNATE EMPLOYMENT

As a full-time employee of Neebal, you are not permitted to undertake any other business, assume any public office, honorary or remunerative, without the prior written permission of Neebal.

LEAVE

You will be eligible for a total of **12** of earned leaves on completion of every year of your service.

UNAUTHORIZED ABSENCE

Your unauthorized absence from the job for a continuous period of more than three (3) working days will be treated as absconding from duty, and in the event of your not reporting for job within 10 days from the date of absence, the same would be treated as "Your voluntary abandonment of the job" and it shall be deemed that you are no longer interested in working and have abandoned the job on your own accord. Neebal will then have a right to initiate legal proceedings against you.

TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the term of your work, you may have access to and become familiar with various trade secrets and confidential information belonging to the Company, its affiliates and its customers. You shall acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. You shall agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever or to divulge such information to any person, partnership, corporation or entity other than those expressly designated by the Company unless such employee is compelled to disclose it by judicial process.

RESTRICTIVE COVENANT

The Company is in the business of providing various services including services in the computer software and information technology area. By signing this agreement, you acknowledge that:

- a. The Company's services are highly specialized.
- b. The identity and particular needs of the Company's customers are highly confidential and must be kept that way.
- c. The Company has a proprietary interest in its customer list and relationships.
- d. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customer are highly confidential and constitute trade secrets.

You shall also during the tenure of your employment with the Company not engage yourself either directly or otherwise or carry out either by yourself or through any other person or entity any work, take assignment or contract for development or maintenance of computer software, or any such package or products belonging to or owned or possessed by any individual or group of individuals or entity even outside your normal working hours with the Company.

You will not directly or indirectly solicit, take up employment or transact any sort of business directly or indirectly with any person, company, firm, or corporation which is or was the customer of the Company on behalf of yourself or any other person, firm, company or corporation, for a period of one (1) year after this job appointment has been terminated for any reason, regardless of whether the termination is initiated by the Company or Yourself.

TERMINATION AND NOTICE PERIOD

The Company shall have the right to terminate your employment, without any notice, in the event of any of the following:

1. Breach of any of the conditions of this agreement; and any other rules made applicable to you in respect of your employment with us.
2. Violation on your part of the Company's rules with regard to the authenticity and information declared at the time of joining the Company.
3. Any misconduct on your part;

4. Failure to carry out any of your duties and obligations.
5. Undisciplined and/or immoral code of conduct
6. Any breach of trust or confidentiality of any sort from your side.

During the period of probation, Neebal Technologies Pvt. Ltd. alone has the right to terminate the contract of employment.

After completion of the said probation and confirmation thereof, Neebal Technologies Pvt. Ltd. has the right to terminate the contract of employment by giving 30 days notice to that effect in writing or salary in lieu thereof. The right to terminate the contract of employment can be exercised by you upon giving at least 90 Days' notice to that effect in writing.

The 'Non Disclosure' and 'Maintenance of Business Secrecy' as defined and narrated above shall survive even after the termination of this agreement.

DISPUTE

Any dispute between yourself and the company concerning with or relating to or arising out of this contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

EMPLOYMENT VERIFICATION

The Company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, Medical history and other background checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "DOCUMENTATION REQUIRED". If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment. When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action. In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

DOCUMENTATION REQUIRED

Please bring along with you the following documents in original and one copy of the same.

- Duly acknowledged copy of this Letter of Offer
- Undated cheque from your bank account in the name of the Company for Rs.1,50,000.00
- 2 copies of your recent passport size photograph with white background.

Attested copies of the following:

- Proof of age
- SSC/HSC or equivalent examination mark sheets
- Diploma / Degree for all the Semesters / Years or Passing Certificate
- Passport / Voter ID card / Ration Card.
- Two / Four wheeler Driving License.
- Pan card & AADHAAR card (If Any)

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

- Medical Fitness Certificate detailing medical history of last 3 years

You are requested to note that our offer is subject to your submitting the above documents. According to the standard practice of our Company, you will treat the above terms of this Letter of Offer as confidential.

We are enthusiastic and pleased that you are going to be a part of our organization. To accept this offer of employment, you will need to sign this offer letter and send or courier the offer of employment forms to indicated address within 14 business days from the date of this letter.

All additional pre-employment documentation provided to you must be completed and returned on your start date. We look forward to your joining the Company.

Please reach out to us at 022-28574118 or at hr@neebal.com, if you need further directions.

Sincerely,

Authorized Signatory
Neebal Technologies Pvt. Ltd.

Enclosed: Annexure A of the offer (as applicable to you)

I have read, understood and agreed to the terms and conditions as set forth in this offer letter and the Annexure to the same.

JENEYA JEROME RUMAO

(Your Signature)

Date

Location

Annexure A

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

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CIN U74120MH2012PTC226006

COMPENSATION DETAILS		
NAME	Jeneya Jerome Rumao	
DESIGNATION	Trainee Software Engineer	
BAND	Band 1	
MONTHLY COMPONENT (Deductions will be applied based on actuals)	Per Month (INR)	Per Annum (INR)
Basic	9,600	115,200
Bucket of Allowances (Dearness, HRA, Professional)	4,800	57,600
Earned Gross Salary	14,400	172,800
TDS (10%)	1,600	19,200
Cost to Company	16,000	192,000

Annexure B

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

Neebal Technologies Pvt .Ltd

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CIN U74120MH2012PTC226006

The duration of accrual of your annual variable component will be based on your performance in the training program as well as your probation period. The maximum duration of accrual is 3 years.

Name	Jeneya Jerome Rumao	
DESIGNATION	Trainee Software Engineer	
BAND	Band 1	
COMPONENTS	Per Month (INR)	Per Annum (INR)
Basic	₹8,333.33	₹100,000.00
HRA	₹4,166.67	₹50,000.00
Conveyance Allowance	₹1,600.00	₹19,200.00
Medical Allowance	₹1,250.00	₹15,000.00
Travel Allowance	₹1,500.00	₹18,000.00
LTA	₹333.33	₹4,000.00
Special Allowance	₹10,149.58	₹121,795.00
EARNED GROSS (A)	₹27,332.92	₹327,995.00
Employee PF	₹1,800.00	₹21,600.00
Professional Tax	₹200.00	₹2,500.00
Food Coupon	₹0.00	₹0.00
DEDUCTIONS (B)	₹2,000.00	₹24,100.00
EARNED NET (A-B)	₹25,332.92	₹303,895.00
Gratuity	₹400.83	₹4,810.00
Mediclaime	₹466.25	₹5,595.00
PF Employer	₹1,800.00	₹21,600.00
STATUTORY (C)	₹2,667.08	₹32,005.00
VARIABLE (D)		
Performance Bonus		₹40,000.00
Cost To Company (A+C+D)	₹33,333.33	₹4,00,000.00

Ms. Shetali Mahindrakar

Letter of Intent

Dear Shetali

With reference to your application and the subsequent interview you had with us, we confirm our intent to offer you a position of **Associate Software Engineer – Research Operations** at our **Mumbai** office on the following terms:

Salary: Your Total Compensation will be ₹ 400,000/- (Rupees Four Lakh(s) Only) per annum.

The detailed break-up of this compensation is specified in Annexure I.

Joining date: As discussed and agreed, you will join not later than **20-July-2021**.

Probation Period: You will be on probation for a period of six months from your date of joining the company.

Training Period: During the Probation period, if required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory; the company reserves the right to terminate your services with immediate effect.

Validity of the offer: This offer is valid till receipt of satisfactory responses/feedback during reference and background checks made with your previous employer(s) and is subject to

1. Your acceptance of this offer within one week of receiving it and
2. Your joining on or before **20-July-2021**. However, the Company may extend your last date of joining.

A detailed Appointment Letter will be issued to you separately.

Submission of Documents: As part of your joining formalities, you are required to submit the following documents on your date of joining:

1. Copy of SSC, HSC, Graduation and Post-Graduation marksheets & degree certificates
2. Copy of relieving letter/experience certificate/accepted copy of resignation letter from your previous employer, if applicable
3. Copy of last three months' salary slips from your previous employer, if applicable
4. Copy of your PAN Card and Aadhar Card (mandatory)
5. Copy of Residence proof (Aadhar card, Driving License, Leave & License Agreement, Ration Card or Passport)
6. Four passport size photographs in white background

Please sign a copy of this letter as a token of your acceptance. We look forward to having you as a member of the growing family of Ugamites.

Thanking you.

Yours faithfully,

Vmehta

Vaishali Mehta

Vice President - Human Capital Management

(Declaration)

I, Shefali Mahindrakar understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions Pvt. Ltd., not later than 45 days post my date of joining. I also understand that in case of non-submission of the listed documents within 45 days of my date of joining, the organization has all the rights to terminate this offer with no dues condition.

Signature: Shefali

(Shefali Mahindrakar)

(For Official use only)

Comments by Authorized Human Capital Management representative

Name and Signature

Ugam Solutions Pvt. Ltd.

Name

Shefali Mahindrakar

Designation

Associate Software Engineer

With effect from

20-July-2021

Annexure I: Salary Structure (in ₹)		
Salary Heads	Per Month	Per Annum
Fixed Components (FC)	26,399	3,16,785
Basic Salary	16,667	2,00,000
HRA	5,833	70,000
Special Allowance	3,899	46,785
Bonus (B) +	3,333	40,000
Gross Salary (G)	29,732	3,56,785
Retirals & Medclaim (RM)	1,800	43,215
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	9,615
Mediclaime Premium +++	-	12,000
Total Compensation (G + RM)	31,532	4,00,000
Take Home Before Tax (G - PF)	27,932	3,35,185

+++ Insurances

1. Group Medclaim of ₹ 300000/- for Employee + 5 Dependents
2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher
3. Group Term Life insurance coverage of ₹ 8 Lakhs or 1.5 times your Total Compensation, whichever is higher

+ Includes any bonus payable as per the 'Payment of Bonus Act'

++ Payable as per the 'Payment of Gratuity Act'

Additional Night Shift & Food Allowance of ₹ 250/- for every night shift worked
 ^ Performance Based Pay will be paid based on annual performance assessment
 Home drops between 11:00 PM and 6:00 AM IST. Shuttle pick up & drop at regular intervals from Thane & Goregaon office.

Ref : ABMH/HR/OP/PK/LoO/1687
Date : 17th July, 2021

Mr. Nash Rajesh Vaz
"Angel", Darseng, Gomesali,
Nirmal, Vasai West
Pin Code : 401304

Contact No: 8411038070
Email Id: vaznash1@gmail.com

Subject: OFFER LETTER

Dear Mr. Nash,

CONGRATULATIONS!

With reference to the discussions we had, we are pleased to offer you assignment in our Company, as "Trainee Developer".

As per the discussion, you will be joining the Company on full time basis on or before **01st September, 2021** failing which this offer will automatically stand withdrawn.

You will confirm by signing in the Acceptance of the Offer below that your joining the Company is not in any contravention of your present employment agreement, if any.

A proper Letter of Appointment, containing all the detailed terms and conditions, will be issued to you by the Company on joining.

Yours faithfully,
For **ABM KNOWLEDGEWARE LIMITED**



Prasad Kelkar
Head - HR and Administration

Gist of the Offer Mutually agreed between us:
Remuneration Agreed:

- a. Your Total Cost to Company will be **Rs.4,00,000/- P.A.** including all reimbursements, PF (Employee & Employer Contribution), TDS and other legal deductions if any.
- b. You will be under the bond for the period of 3 years.
- c. If you resign during the bond period, then you have to serve 60 day's Notice Period & have to pay Rs. 2 Lakhs to the company.

In addition to above, you will be eligible for below Company Benefits:

1. Group Medical Insurance cover as per the company policy for self, spouse and 2 dependent children for total of Rs. 1.50 Lakhs per annum.
2. Group Personal Accident Insurance cover as per the company policy for self of Rs. 5.00 Lakhs per annum.
3. Gratuity as applicable.

I accept the offer and will report for duties
On or before **01st September,2021.**

Signature
(Mr. Nash Rajesh Vaz)

NTHR/21-22/V027

26th April, 2021

To,
Susan Vincent Dsouza,
Krunanubandh,
Nandan - Satpala,
ear Robert motors,
Po.-Agashi, Ta.-Vasai,
District.-Palghar,
Virar-west,
Pin code: - 401301.

Dear Susan,

Congratulations! You are part of the Neebal family !! We are pleased to extend to you our offer to join Neebal Technologies Private Limited (henceforth referred to as “**Neebal**” or the “**Company**”), as a “**Trainee Software Engineer**” on the terms and conditions set forth in this Offer Letter.

You will join us as a full time employee on **15th June 2021**. The address of our premises is B1-007, Boomerang, Chandivali Farm Road, Powai, Andheri (East), Mumbai – 400 072. As long as you join us as a full time employee and remain actively employed by the Company, you will be eligible for the compensation indicated in the attached Annexure A (during your period of probation) and thereafter as per Annexure B subject to the following terms and conditions:

PERIOD OF PROBATION

You are subject to a **six** month probationary period from the date you report for work. It is essential that you join on the date as mentioned in the offer letter. After accepting our offer, if you do not report for work on the stipulated date, this offer letter will stand withdrawn. During the probation period, your performance will be continuously evaluated and your appointment will be confirmed after the successful completion of the said period of probation or any extension thereof with an Appointment Letter. Neebal reserves the right to terminate the employee within 30 days without any compensation in case of mediocre performance.

EMPLOYMENT CONFIRMATION

On successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal for which a suitable written communication will be issued in your favour.

BENEFITS, INCREMENT AND PROMOTION

Your growth in the Company and increase in salary will solely depend on your performance and contribution to the Company. You will receive the remuneration defined in Annexure A during the probation period.

After successful completion of the said probation period or any extension thereof, of which the Company shall be the sole judge, your employment will be confirmed with Neebal and your annual all inclusive Cost To Company (CTC) will be incremented as per Annexure B.

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

Your annual variable component will be based on your performance rating accrued to you by your supervisors and feedback of our clients. Neebal follows a rating system of 1-5. Variable amount will be paid out to after completing 3 year of employment bond.

You will be eligible for your next annual increment in **April 2023**.

You will be responsible to plan for appropriate tax savings, the satisfactory proof of which will be submitted to us well in time or else the applicable taxes will be deducted from your monthly salary. A complete breakup of your salary structure is defined in Annexure B.

MINIMUM SERVICE PERIOD

Neebal has invested and continues to invest a large sum of money in creating and maintaining world class facilities to ensure the growth and development of its employees by making available to them continuous learning/training programs, access to the latest books and periodicals that are published globally, providing them with the latest hardware gadgets and software tools that are available, etc. and as such expects each of its employees to work a minimum no. of **30 months** (excluding probation period) with Neebal failing which, you will be liable to pay Neebal a sum of **INR 1,50,000.00 (Rupees One Lakh Fifty Thousand Only)**. A non-dated cheque of the above mentioned amount will be required to be submitted by you on your first day of employment favouring Neebal Technologies Pvt. Ltd. that will remain in the custody of Neebal and will be returned to you on your completion of the said minimum period of service as mentioned above.

TRANSFER

Neebal reserves the right to transfer your services at any of its offices, work-sites, associates or affiliate companies including at its client's location anywhere within or outside India, on the terms and conditions as applicable to you at the time of transfer.

CONDUCT

You shall not at any time engage in or be concerned with or become interested, directly or indirectly in any business (including that of Neebal's customers), work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (The Company being the sole judge thereof). You shall be governed by all rules, regulations and policies of the Company. You will be liable to pay the service agreement fee if your services are terminated on the grounds of non compliance of policies or non performance during the service agreement period.

WORKING HOURS

The default working days in the probation period in Neebal is from Monday to Saturday and employees are required to complete 54 hours of billable or approved work in that week.

Post confirmation working days would be from Monday to Friday and employees are required to complete 45 hours of billable or approved work in a week.

ALTERNATE EMPLOYMENT

As a full-time employee of Neebal, you are not permitted to undertake any other business, assume any public office, honorary or remunerative, without the prior written permission of Neebal.

LEAVE

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

You will be eligible for a total of **12** of earned leaves on completion of every year of your service.

UNAUTHORIZED ABSENCE

Your unauthorized absence from the job for a continuous period of more than three (3) working days will be treated as absconding from duty, and in the event of your not reporting for job within 10 days from the date of absence, the same would be treated as "Your voluntary abandonment of the job" and it shall be deemed that you are no longer interested in working and have abandoned the job on your own accord. Neebal will then have a right to initiate legal proceedings against you.

TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the term of your work, you may have access to and become familiar with various trade secrets and confidential information belonging to the Company, its affiliates and its customers. You shall acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. You shall agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever or to divulge such information to any person, partnership, corporation or entity other than those expressly designated by the Company unless such employee is compelled to disclose it by judicial process.

RESTRICTIVE COVENANT

The Company is in the business of providing various services including services in the computer software and information technology area. By signing this agreement, you acknowledge that:

- a. The Company's services are highly specialized.
- b. The identity and particular needs of the Company's customers are highly confidential and must be kept that way.
- c. The Company has a proprietary interest in its customer list and relationships.
- d. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customer are highly confidential and constitute trade secrets.

You shall also during the tenure of your employment with the Company not engage yourself either directly or otherwise or carry out either by yourself or through any other person or entity any work, take assignment or contract for development or maintenance of computer software, or any such package or products belonging to or owned or possessed by any individual or group of individuals or entity even outside your normal working hours with the Company.

You will not directly or indirectly solicit, take up employment or transact any sort of business directly or indirectly with any person, company, firm, or corporation which is or was the customer of the Company on behalf of yourself or any other person, firm, company or corporation, for a period of one (1) year after this job appointment has been terminated for any reason, regardless of whether the termination is initiated by the Company or Yourself.

TERMINATION AND NOTICE PERIOD

The Company shall have the right to terminate your employment, without any notice, in the event of any of the following:

1. Breach of any of the conditions of this agreement; and any other rules made applicable to you in respect of your employment with us.
2. Violation on your part of the Company's rules with regard to the authenticity and information declared at the time of joining the Company.
3. Any misconduct on your part;

4. Failure to carry out any of your duties and obligations.
5. Undisciplined and/or immoral code of conduct
6. Any breach of trust or confidentiality of any sort from your side.

During the period of probation, Neebal Technologies Pvt. Ltd. alone has the right to terminate the contract of employment.

After completion of the said probation and confirmation thereof, Neebal Technologies Pvt. Ltd. has the right to terminate the contract of employment by giving 30 days notice to that effect in writing or salary in lieu thereof. The right to terminate the contract of employment can be exercised by you upon giving at least 90 Days' notice to that effect in writing.

The 'Non Disclosure' and 'Maintenance of Business Secrecy' as defined and narrated above shall survive even after the termination of this agreement.

DISPUTE

Any dispute between yourself and the company concerning with or relating to or arising out of this contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

EMPLOYMENT VERIFICATION

The Company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, Medical history and other background checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "DOCUMENTATION REQUIRED". If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment. When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action. In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

DOCUMENTATION REQUIRED

Please bring along with you the following documents in original and one copy of the same.

- Duly acknowledged copy of this Letter of Offer
- Undated cheque from your bank account in the name of the Company for Rs.1,50,000.00
- 2 copies of your recent passport size photograph with white background.

Attested copies of the following:

- Proof of age
- SSC/HSC or equivalent examination mark sheets
- Diploma / Degree for all the Semesters / Years or Passing Certificate
- Passport / Voter ID card / Ration Card.
- Two / Four wheeler Driving License.
- Pan card & AADHAAR card (If Any)

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

- Medical Fitness Certificate detailing medical history of last 3 years

You are requested to note that our offer is subject to your submitting the above documents. According to the standard practice of our Company, you will treat the above terms of this Letter of Offer as confidential.

We are enthusiastic and pleased that you are going to be a part of our organization. To accept this offer of employment, you will need to sign this offer letter and send or courier the offer of employment forms to indicated address within 14 business days from the date of this letter.

All additional pre-employment documentation provided to you must be completed and returned on your start date. We look forward to your joining the Company.

Please reach out to us at 022-28574118 or at hr@neebal.com, if you need further directions.

Sincerely,

Authorized Signatory
Neebal Technologies Pvt. Ltd.

Enclosed: Annexure A of the offer (as applicable to you)

I have read, understood and agreed to the terms and conditions as set forth in this offer letter and the Annexure to the same.

SUSAN VINCENT DSOUZA

(Your Signature)

Date

Location

Annexure A

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

COMPENSATION DETAILS		
NAME	Susan Vincent Dsouza	
DESIGNATION	Trainee Software Engineer	
BAND	Band 1	
MONTHLY COMPONENT (Deductions will be applied based on actuals)	Per Month (INR)	Per Annum (INR)
Basic	9,600	115,200
Bucket of Allowances (Dearness, HRA, Professional)	4,800	57,600
Earned Gross Salary	14,400	172,800
TDS (10%)	1,600	19,200
Cost to Company	16,000	192,000

Annexure B

Neebal Technologies Pvt .Ltd

B1 - 007, Boomerang, Chandivali Farm Road, Andheri (E), Mumbai - 400 072

T +912228574118 . E contact@neebal.com . W www.neebal.com

CIN U74120MH2012PTC226006

The following compensation items are subject to the terms and conditions of your offer letter, to which this Annexure A is attached. Payments are subject to applicable taxes. Please note that fixed pay and other amounts are expressed on an annualized basis.

The duration of accrual of your annual variable component will be based on your performance in the training program as well as your probation period. The maximum duration of accrual is 3 years.

Name	Susan Vincent Dsouza	
DESIGNATION	Trainee Software Engineer	
BAND	Band 1	
COMPONENTS	Per Month (INR)	Per Annum (INR)
Basic	₹8,333.33	₹100,000.00
HRA	₹4,166.67	₹50,000.00
Conveyance Allowance	₹1,600.00	₹19,200.00
Medical Allowance	₹1,250.00	₹15,000.00
Travel Allowance	₹1,500.00	₹18,000.00
LTA	₹333.33	₹4,000.00
Special Allowance	₹10,149.58	₹121,795.00
EARNED GROSS (A)	₹27,332.92	₹327,995.00
Employee PF	₹1,800.00	₹21,600.00
Professional Tax	₹200.00	₹2,500.00
Food Coupon	₹0.00	₹0.00
DEDUCTIONS (B)	₹2,000.00	₹24,100.00
EARNED NET (A-B)	₹25,332.92	₹303,895.00
Gratuity	₹400.83	₹4,810.00
Mediclaime	₹466.25	₹5,595.00
PF Employer	₹1,800.00	₹21,600.00
STATUTORY (C)	₹2,667.08	₹32,005.00
VARIABLE (D)		
Performance Bonus		₹40,000.00
Cost To Company (A+C+D)	₹33,333.33	₹4,00,000.00



INDIGITAL
TECHNOLOGIES

601, Silver Square, Dattatray Road, Santacruz (W), Mumbai 400 054

26/03/2021

Dear Mr. Aayush Chaube

Congratulations!!!

Welcome to Indigital Family

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of our Team. We are pleased to offer you the position of **Associate Software Engineer** in our organization, on the mutually agreed terms and conditions.

Your gross annual salary on the basis of Cost to the Company will be Rs. **4,00,000** (Rupees four lacs thousand) per annum. The detail of the salary break is attached overleaf.

We expect you to join us on 05th July 2021, 9.30 AM. Please note that this offer is valid subject to your signing and returning of this offer letter within five working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Best Regards,

Indigital Technologies LLP



Salary Break:

Components	Monthly	Annual
Basic Pay	12,308	147,696
House Rent Allowance	6,154	73,848
Conveyance Allowance	1,600	19,200
Special Allowance	9,458	113,496
Medical Allowance	1,250	15,000
Base CTC	30,770	369,240
Yearly Performance Bonus	-	30,760
Gross CTC	30,770	400,000
Professions Tax	200	
Net Monthly Take Home	30,570	

Note:

1. Payment of Medical Allowance is subject to submission of Medical Treatment & Medicinal Expenses
2. Minimum YPB @8.33% of Gross CTC is deducted out of monthly salary and will be paid upon completion of One year from date of appointment along with additional YPB if any
3. Rate of TDS is subject to Declaration and submission of related information and documents by employee

Ms. Ashley Fernandez

Letter of Intent

Dear Ashley

With reference to your application and the subsequent interview you had with us, we confirm our intent to offer you a position of **Associate Software Engineer – Research Operations** at our **Mumbai** office on the following terms:

Salary: Your Total Compensation will be **₹ 400,000/- (Rupees Four Lakh(s) Only)** per annum.

The detailed break-up of this compensation is specified in Annexure I.

Joining date: As discussed and agreed, you will join not later than **20-July-2021**.

Probation Period: You will be on probation for a period of six months from your date of joining the company.

Training Period: During the Probation period, if required, you will be provided job-skill training related to your function. All such training(s) will be evaluated on a periodic basis and the feedback/result will be shared as appropriate. In the event your evaluation results are not satisfactory; the company reserves the right to terminate your services with immediate effect.

Validity of the offer: This offer is valid till receipt of satisfactory responses/feedback during reference and background checks made with your previous employer(s) and is subject to

1. Your acceptance of this offer within one week of receiving it and
2. Your joining on or before **20-July-2021**. However, the Company may extend your last date of joining.

A detailed Appointment Letter will be issued to you separately.

Submission of Documents: As part of your joining formalities, you are required to submit the following documents on your date of joining:

1. Copy of SSC, HSC, Graduation and Post-Graduation marksheets & degree certificates
2. Copy of relieving letter/experience certificate/accepted copy of resignation letter from your previous employer, if applicable
3. Copy of last three months' salary slips from your previous employer, if applicable
4. Copy of your PAN Card and Aadhar Card (mandatory)
5. Copy of Residence proof (Aadhar card, Driving License, Leave & License Agreement, Ration Card or Passport)
6. Four passport size photographs in white background

Please sign a copy of this letter as a token of your acceptance. We look forward to having you as a member of the growing family of Ugamites.

Thanking you.

Yours faithfully,



Vaishali Mehta

Vice President - Human Capital Management

(Declaration)

I,, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions Pvt. Ltd., not later than 45 days post my date of joining. I also understand that in case of non-submission of the listed documents within 45 days of my date of joining, the organization has all the rights to terminate this offer with no dues condition.

Signature: _____

(For Official use only)

Comments by Authorized Human Capital Management representative

Name and Signature

Ugam Solutions Pvt. Ltd.		
Name	Ashley Fernandez	
Designation	Associate Software Engineer	
With effect from	20-July-2021	
Annexure I: Salary Structure (in ₹)		
Salary Heads	Per Month	Per Annum
Fixed Components (FC)	26,399	3,16,785
Basic Salary	16,667	2,00,000
HRA	5,833	70,000
Special Allowance	3,899	46,785
Bonus (B) +	3,333	40,000
Gross Salary (G)	29,732	3,56,785
Retirals & Mediclaim (RM)	1,800	43,215
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	9,615
Mediclaim Premium +++	-	12,000
Total Compensation (G + RM)	31,532	4,00,000
Take Home Before Tax (G - PF)	27,932	3,35,185
+++ Insurances		
1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents		
2. Group Personal Accidental death coverage of ₹ 8 Lakhs or 2 times your Total Compensation, whichever is higher		
3. Group Term Life insurance coverage of ₹ 8 Lakhs or 1.5 times your Total Compensation, whichever is higher		
+ Includes any bonus payable as per the 'Payment of Bonus Act'		
++ Payable as per the 'Payment of Gratuity Act'		
Additional Night Shift & Food Allowance of ₹ 250/- for every night shift worked		
^ Performance Based Pay will be paid based on annual performance assessment		
Home drops between 11:00 PM and 6:00 AM IST. Shuttle pick up & drop at regular intervals from Thane & Goregaon office.		

Ms. Joslin Jose Palayur

A-702, Daffodil, Mirchandani Garden,
Sun City Vasai (W), 401202

Offer Letter

Dear Joslin,

Based on the interview and discussions you had with us, we are pleased to offer you an employment in our **Digital Vertical**. Details of the terms & conditions of offer are as under:

1. You will be designated as **Senior Analyst** with functional title would be Sr. Data Analyst and your initial place of posting will be **Mumbai**.
2. You will be required to work for five days a week and have two days of leave at any time during the week Your weekly leaves as well as your shift timings will be conveyed to you by your manager, basis the roster for the program / process you are assigned to.
3. Your date of commencement of employment will be on or before **August 03, 2021**.
4. Your Cost to the Company will be **INR 380,760** (As per the enclosed Annexure).
5. Deductions applicable: Professional Tax / Income Tax / Transport (As applicable).
6. eClerx offers subsidized transport to employees. Should you wish to avail the same, an amount of **INR 700** will be deductible from your net monthly salary every month.
7. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
8. You will be on probation for a period of three months from the date of joining. Upon successfully completing the probationary period, your employment is terminable with **60** Days notice , with notice being provided by either you or the company.
9. During the probation period, you may need to undergo specific / designated trainings as a part of your employment.
10. Successful completion of these training and probation period is critical for confirmation of your employment.
11. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.

12. You are hereby informed that on the day of joining you will have to undergo drug tests pursuant of policies and procedures established by or as may be deemed fit, from time to time, by the Company / client(s) for whose

processes you will be working for (i.e. if any). By signing this offer letter, you give irrevocable consent to the Company / its affiliates / officers and employees / Company's client(s), their affiliated companies, agents and officers etc., to conduct / arrange to conduct such test(s) and also release the aforesaid persons/entities of any claims, which you may have in this regard. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. Should the reports of such testing be positive, the organisation withholds the right to initiate suitable action, including termination of services, against you.

13. You may need to undergo specific / designated trainings as a part of your employment. Such trainings are aimed to present an opportunity to expand your knowledge base, enhance your domain and product know-how, and equip you for effective execution of all your job responsibilities. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.
14. The offer is made to you subject to the following pre-conditions without fulfilling which your offer may be treated as null and void:
You will be required to submit, the following set of documents within five working days from the date of this letter being issued to you.
 - a. Four passport size color photographs.
 - b. One set of photocopies of all certificates and mark sheets along with the originals for verification.
 - c. One photocopy of appointment letter and last three months' salary slips from the current employer along with originals for verification (Applicable if currently employed).
 - d. One photocopy of appointment letter and experience certificate / relieving letter from all the previous employers along with originals for verification (Applicable if worked with more than one organization).
 - e. One photocopy of Pan Card. If Pan Card not available, candidate must apply for it and bring the acknowledgement copy.
 - f. One photocopy of passport / driving license etc. for photo ID.
 - g. One photocopy of telephone bill / ration card, gas connection bill, etc. for proof of address.
 - h. One photocopy of experience certificate / relieving letter from the current employer along with originals for verification (Applicable if currently employed) within three working days from the date of joining.
15. In the initial recruitment process you were advised that this position is considered 'critical' and, therefore, your appointment is contingent upon successful completion of a background check, documents submitted by you are sent for necessary verification and authentication to the background verification agency.
16. Your offer of Employment will not be valid if you are unable to provide your Graduation final year Mark sheets & Degree Certificate on or before October 30 2021.

You will be required to report on the said date or you are required to inform the HR at least 15 days before the agreed joining date, failing this, the offer shall stand withdrawn automatically, without any further intimation to you.

On the day of your joining, you are requested to meet with Neha Gupta & Rahul Singh from Human Resources team for all joining formalities at our Airoli office at 9:00 a.m. (Address: Building No.11, 6th Floor, K Raheja Mindspace, Plot #3, Thane Belapur Road, Airoli, Navi Mumai-400708), (email: Neha.Gupta38.C@eclerx.com; contact number: 09765012989) & (email: Rahul.Singh08.c@eclerx.com; contact number: 8591550332)

Terms of your employment are governed by eClerx and eClerx reserves the right to make changes to your work location, shift and business vertical based on requirements of the organisation.

Kindly sign a copy of this letter as a token of your acceptance of this offer.

We welcome you to the eClerx family and wish you a successful career with us.

Yours Truly,

Accepted By

For eClerx Services Ltd



Andrews Simon
Associate Principal – Human Resources

Joslin Jose Palayur

Annexure I**Name:** Joslin Jose Palayur**Designation:** Senior Analyst**Date of Joining:** August 03, 2021

SALARY OFFER BREAK-UP	Amount (INR)	Annual Amount(INR)
Basic Pay	14,690	176,280
House Rent Allowance	7,345	88,140
Other Allowance	2,745	32,940
Bonus	2,800	33,600
Monthly Fixed Compensation	27,580	330,960
Retiral Fund	1,800	21,600
Monthly Total Compensation	29,380	352,560
Annual Total Compensation		352,560
Performance Bonus (Upto)	2,350	28,200
Cost To Company		380,760
Gratuity		8,479
Total Cost To Company		389,239

Since you have opted not to participate in the Employee's Provident Fund Scheme, the Retiral Fund amount mentioned in your salary will be paid as part of Monthly Fixed Compensation

Other Benefits:

1. You will be entitled to earned leaves equivalent to 24 working days per year. From the total leave balance, a maximum of 12 leaves will be carry forward to next financial year and any further leave balance, after the carry forward, will lapse. The leave policy shall be guided leave policy of the company.
2. All increments and bonus payouts will be prorated basis the date of joining or standard salary changes as per company policy which are contingent on your performance and subject to you being on active payroll of the company, on the date of actual payout. Any Employee serving notice period will not be eligible to receive the increments & bonus pay-outs.
3. You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act 1972 and the amendments made thereafter.
4. A comprehensive Hospitalization Benefit will be available for you, including pre-existing disease cover. The limit of coverage is Rs.100,000.

5. If you are required to work in the night shift, you will also be entitled to receive a night shift allowance calculated basis the number of nights worked during the month, subject to the terms and conditions laid out in the Company's policy.
6. Language Allowance, if any, will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency.
7. In the event of your voluntary separation from the company within a period of 12 months from your date of relocation / transfer to any of the Company's offices in India (if any), you shall be liable to pay to the Company, all the expense incurred towards movement of household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer.
8. You will undergo a range of specialized Analytics trainings, internal / external/ online on-demand, that require a significant investment by eClerx and hence you are required to enter into a retention agreement with us for 2 years. In case, you decide to resign in initial 2 years, you shall be liable to pay to the company, the entire 2 lacs amount.

For any further queries, request you to get in touch with your recruiter or drop an email to below mentioned POC's:

Mumbai and Pune Location - candidateexperience_eclerx@eclerx.com or contact, Hema Nair (7709052664).

Chandigarh Location - Recruitment_Managers@eclerx.com or contact, Surya Singh (9780009693)

I have read and understood all the above mentioned points and accept the offer.



Offered By: Andrews Simon
Designation: Associate Principal – Human Resources

Accepted by: _____

Date: _____



PRIVATE AND CONFIDENTIAL

CJ22154801

July 27, 2021

Osborne Victor Lopes
House 485, Katarwadi
Agashi Road
Vasai, MAHARASHTRA

Dear Osborne,

On behalf of ICICI Securities Limited, we take great pleasure in making you an offer to be part of team I-Sec.

Please find enclosed:

- Our formal Joining Offer cum Appointment Letter
- Components of Remuneration – It has details on all the components of remuneration.

Please quote your reference number, which is appearing at the top of this letter for all future correspondence.

In case you have any further queries feel free to contact at below mentioned number and address:

Address : HR, ICICI Securities Limited,
Shree Sawan Knowledge Park,
Gr. Floor, Plot No. D-507, T.T.C Industrial Area,
M.I.D.C, Turbhe, Near Juinagar Railway Station,
Navi Mumbai-400705

E-Mail Address : jayant.kharat@icicisecurities.com

Telephone (Direct) : 022-40701418

Yours sincerely,

For ICICI Securities Ltd

Jayant Kharat

Chief Manager - Human Resources

Member of National Stock Exchange of India Ltd, BSE Ltd and Metropolitan Stock Exchange of India Ltd.
SEBI Registration : IN2000183631
CIN No.: L67120MH1995PLC086241

ICICI Securities Limited
Registered Office (Institutional):
ICICI Centre, H. T. Parekh Marg,
Churchgate, Mumbai 400 020, India.
Tel (91 22) 2288 2460/70
Fax (91 22) 2288 2455

Corporate Office (Retail):
Shree Sawan Knowledge Park, Plot No. D-507,
T.T.C. Ind. Area, M.I.D.C, Turbhe, Navi Mumbai - 400 705
Tel (91 22) 4070 1000
Fax (91 22) 4070 1022

Name of Compliance Officer (Broking Operations) : Mr. Anoop Goyal
Email Address: complianceofficer@icicisecurities.com / Tel (91 22) 4070 1000
Website Address: www.icicisecurities.com / www.icicidirect.com





PRIVATE AND CONFIDENTIAL

CJ22154801

July 27, 2021

Osborne Victor Lopes

Navi Mumbai

Dear Osborne,

We are pleased to make you an offer of appointment at grade "E" and sub-grade "E II" in ICICI Securities Limited (hereinafter referred to as the "Company"). Your job title will be "Management Trainee". You will be placed in "Technology" Department and "Technology" Function at Navi Mumbai.

The following are the terms and conditions of the appointment.

Commencement/Term:

1. You shall be required to join the Company on or before June 28, 2021.
2. Your appointment is subject to you successfully completing your Post Graduation in Management Course. You are required to submit the copy of the certificate latest by November 2021. Failure on your part to submit the required document may initiate appropriate action including termination of your services.
3. You will be on probation for a period of six months or such extended period as may be decided by the Company and would be confirmed basis you meeting up the criteria set by the company from time to time.
4. You will be informed about your confirmation in the services of the Company in writing.
5. On confirmation, employee would retire from the service on attaining the age of 58 years.

Remuneration:

6. Your Basic Salary will be Rs. 129,360/- (Rupees One Lakh Twenty Nine Thousand Three Hundred Sixty Only) per annum.

Allowances:



7. Your House Rent Allowance will be Rs. 64,680/- (Rupees Sixty Four Thousand Six Hundred Eighty Only) per annum.

8. You shall be entitled to Leave Travel Assistance of Rs. 26,950/- (Rupees Twenty Six Thousand Nine Hundred Fifty Only) per annum.

9. You shall be entitled to Supplementary Allowance of Rs. 127,010/- (Rupees One Lakh Twenty Seven Thousand Ten Only) per annum.

Benefits:

In addition to the above, you shall be entitled to the following:-

10. Comprehensive Mediclaim Coverage for you will be up to Rs. 4 Lacs per annum. Once you successfully complete the probation period your immediate family members will be entitled for this benefit. Your immediate family includes yourself, your spouse and 2 dependent children up to the age of 25 years

11. Personal Accident Insurance coverage upto Rs. 15 Lacs" for permanent disablement or death due to accidents.

12. Death benefit as per company policy in case of untimely demise while in the service.

13. Retirement Benefits of the company in accordance with the statutory requirements and/or, as per Company policy.

- Employer's Contribution towards Provident Fund of Rs. 21,600/- (Twenty One Thousand Six Hundred Only) per annum.

- Contribution towards Gratuity Fund of Rs 10,776/- (Rupees Ten Thousand Seven Hundred Seventy Six Only) per annum. Pls note, Gratuity amount is payable after completion of 5 years continuous service.

14. Maternity benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by I Sec. Details of such benefits offered to employees and eligibility criteria for availing such benefits are notified by I Sec under "Employee Benefit Policies" available on the intranet, which will be accessible upon joining I Sec.

**Variable Pay : Performance Bonus/ Sales Incentive Plan**

15. You will participate in the Company's Performance Bonus/ Sales Incentive Plan depending on the function you belong to. The pay out depends on the Company's performance, your strategic business unit (SBU) performance and your performance, and other parameters as the Company may decide from time to time. Please note that there is no minimum and/or guaranteed bonus. The Performance Bonus/ Sales Incentive awarded to you in any year will have no bearing to your previous year's performance bonus. Please note that the Variable Pay payable (if any) to you is inclusive of statutory bonus payable (if any) under the Payment of Bonus Act, 1965 and any amendments therein.

Other Terms and Conditions of Service:

16. **Professional Ethics & Confidentiality:** While you are in the employment of the Company, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, into the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to the Company and to promote the interests of the Company and will not divulge to any person or utilize any of the Company's secrets or other related information (which you may possess by reason of your association with the Company) outside the Company. It is a condition of your employment that you maintain the confidentiality of any and all proprietary information of which you gain knowledge or possession as a result of your employment with the Company. You must not disclose such proprietary information to any person. The term, 'proprietary information' shall mean all Company information whether in oral, written, diskette, graphic or machine readable form, including but not limited to all non-public lists of customers, agents, general agents, intermediaries, prices, business plans, strategic plans, reserves or other non-public financial information, customer base, manuals, designs, procedures, formulas, discoveries, inventions, improvements, concepts, ideas, future plans and budgets, unannounced organizational or staffing changes, financial analyses, competitive analyses, management information, technical data and market studies. This obligation of confidentiality continues after your employment terminates. Further, complete confidentiality of all employment and compensation details is expected to be maintained by you during your period of employment with the Company.

17. **IT Security Practice & Procedures:** While you are in the services of the Company, you will adhere to the IT Security Practice & Procedures as prescribed by the Company.

18. **Transfer:** The Company shall have the right to transfer you to any of its offices or ICICI group companies in India and abroad.



19. Notice Period And Termination of Employment: During the probation period, your services would be liable to be terminated by the Company without assigning any reason and by giving seven days notice or notice pay of seven days in lieu thereof. During the probation period, if you decide to leave the Company's services, you will be required to give and serve Forty five days' notice period. In such cases the company reserves the right of recovering expenses such as relocation expenses (if any), etc., from your full & final settlement.

After confirmation, your services would be liable to be terminated by the Company, by giving Ninety days' notice or on payment of an amount equivalent to Ninety days' gross salary in lieu of the notice period. In case of termination consequent to any disciplinary action or loss of confidence under clauses mentioned in the Code of Conduct & Business ethics, the company would not be liable to give any notice or any notice pay thereof. In case you decide to leave the Company's services, you will be required to give and serve Ninety days' notice.

Further, the company shall be entitled in its sole discretion, to accept your resignation (either during probation period or after confirmation), either with immediate effect or with effect from any date prior to the last day of the notice period.

20. Gross Misconduct: Gross misconduct would amount to cause for your immediate dismissal without notice or payment in lieu of notice. Examples of gross misconduct include, but are not limited to:

- Non-compliance with all applicable laws and regulations in the conduct of business for and on behalf of the Company;
- If it is found that any incorrect information furnished by you during the interview or while you are employed with the company such as (this is an indicative list and not an exhaustive one) :
 - i. Suppression of any material information by you.
 - ii. Mismatch in your previous employment data even for a day.
 - iii. Mismatch in your previous pay slip.
 - iv. Fake qualification certificates.
- Theft, misappropriation or willful destruction of Company property;
- Refusal or failure to comply with a reasonable instruction given by your supervisor;
- Willful insubordination or disobedience of any lawful and reasonable order of a superior.
- A finding that you are guilty of a criminal offence by a court of competent jurisdiction;
- Your bankruptcy or insolvency;
- Sexual harassment or intimidation of employees;
- Behavior which is either physically or verbally threatening or degrading to others;



- Violation of Code of Conduct & Business Ethics;
- Breach of any of the terms and conditions set out herein and any manual containing the Company's policies and procedures.
- You shall be deemed to have resigned in case you are absent from work or extended your stay after the end of the granted leave without authorization or acceptable excuses, for the period of 15 consecutive days.

Upon termination of your employment, you will return any items belonging to or relating to the Company. These include but are not limited to keys, diaries, business cards, files and all other items of a professional nature, which were acquired or created during your employment, including computer software and applications.

21. You shall not for a period of one year from cessation of your service, solicit or employ any director, officer or employee of any constituent of the ICICI Group in any activity, vocation, profession, employment, consultancy, service, occupation or business that you undertake or in any manner, cause any director, officer or employee of any constituent of the ICICI Group to be solicited or employed by any person or enterprise with whom you may be associated in any capacity.

22. General:

You agree to authorize "ICICI Securities Limited" and the appointed agencies to verify information provided in your resume and / or the applicant Information sheet submitted for employment purposes and to conduct any further enquiries as may be necessary. You also agree to authorize all who may have relevant information pertaining to this enquiry to disclose the same.

As per the Insider Trading Policy of the Company, you and your immediate relatives are required to trade in Securities only through ICICI Securities and not through any other trading member. Accordingly, please ensure that you comply with the above requirement from the date of your joining.

A declaration confirming the above would be required to be signed by you on your date of joining.

For the above purpose, the following persons are defined as Immediate Relatives:

- Your spouse
- Any of the following who is either dependent financially on you or consults you in taking decisions relating to trading in Securities
- your parents, siblings and your children



- your spouse's parents, siblings and children

23. You will be bound by the Rules and Regulations of the Company. It is your responsibility to read and abide by the Company's policies, procedures, Rules of Conduct and Corporate Policies amended from time to time during your employment. You are required and expected to read and understand all of the above and to strictly adhere to the same. The terms and conditions as laid down in any of the above manuals, handbooks, policies, rules and procedures may be amended by the Company at its discretion from time to time and will be binding upon you. You shall not sign any contracts or enter into any binding agreements, which are outside your defined authority limits on behalf of the Company. You may be authorized from time to time to enter into contracts incidental to the running of the office with the prior written approval of the Company. You shall not pledge the Company's credit and/or make any representations on behalf of the Company unless you are specifically authorized in that regard.

24. You hereby agree that you would not be acting as a life insurance agent or an insurance broker of any Life / General insurance company or of any corporate agent (other than an employee of ICICI Securities Ltd.) of such insurance company.

25. The terms of your employment may be amended at any time. This contract of Employment shall be interpreted and governed by the laws of India.

26. Any notice, consent, request or other communication made or given in connection with this letter shall be in writing and shall be deemed to have been duly given when delivered or mailed by registered or certified mail (return receipt requested) or by facsimile or by hand delivery or overnight courier, to those listed below at their following respective addresses or at such other address as each may specify by notice to the others:



To Employer: HR, ICICI Securities Limited,
Shree Sawan Knowledge Park,
Gr. Floor, Plot No. D-507, T.T.C Industrial Area,
M.I.D.C, Turbhe, Near Juinagar Railway Station,
Navi Mumbai-400705

To Employee House 485, Katarwadi
Agashi Road
Vasai, MAHARASHTRA

It will be your responsibility to keep us notified of any changes in your residential/correspondence address in the event that you do not wish to receive the notices at the address stated above.

If you are agreeable to the above-mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period, the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

For ICICI Securities Ltd

A handwritten signature in blue ink, appearing to read 'P. Naikal', written over a light blue horizontal line.

Pramod Naikal

Vice President - Human Resources

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

A handwritten signature in blue ink, appearing to read 'dga', written on a light yellow rectangular background.

Signature of candidate



REMUNERATION DETAILS		
NAME	Osborne Victor Lopes	
JOB TITLE	Management Trainee	
GRADE	E	
SUB-GRADE	E II	
Components	Monthly	Annually
Basic	10,780	129,360
HRA	5,390	64,680
Leave Travel Assistance	2,245	26,950
Supplementary Allowance	10,584	127,010
Retiral Benefits		
Employer's Contribution to PF	1,800	21,600
Total Fixed Pay	30,800	369,600
*Gratuity	898	10,776
Total Pay	31,698	380,376
** Gratuity is payable after completion of 5 years of continuous service.		

Candidate ID: 4685225 /855171,

Date of Joining: 07/01/2021,

Joining Location: Mumbai,

Designation: Analyst,

Dear Akshaye Nair,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park,IT 1 / IT 2, TTC Industrial Area,Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u></p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><u>Education Documents</u></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><u>Proof of identity/ Address</u></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 4685225 /855171,

06/30/2021,

Akshaye Nair
B-203, Shimpoli Niranjan CHS, Chikuwadi, Borivali-West, Mumbai,
Mumbai ,
India

Confidential

Dear Akshaye Nair,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **07/01/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Mumbai**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Annexure - A

Akshaye Nair

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs 15,000.00	Rs 180,000.00
House Rent Allowance	Rs. 3,679.00	Rs 44,148.00
Other Allowances and Reimbursements – 1 #	Rs. 0	Rs.0
Other Allowances and Reimbursements – 2 +	Rs. 0	Rs. 0
Advance Statutory Bonus	Rs. 3,149.00	Rs. 37,788.00
Gross monthly salary	Rs.21,828.00	Rs. 261,936.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.292,200.00
Total Cash Compensation		Rs.292,200.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs. 300,002.00
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Annexure - B

Akshaye Nair

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.1,80,000.00
House Rent Allowance	Rs.9,000.00	Rs108,000.00
Other Allowance and Reimbursement - 1	Rs.1,199.00	Rs.14,388.00
Other Allowance and Reimbursement - 2	Rs.147.00	Rs.1,764.00
Advanced Statutory Bonus	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.28,495.00	Rs.341,940.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.722.00	Rs.8,664.00
Total Fixed Compensation	Rs.31,017.00	Rs.372,204.00
Total Cash Compensation	Rs.31,017.00	Rs.372,204.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs.380,006.00
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You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19800.00
Books and Journals	24000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law.
The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the component
- # All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company;
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

- d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
- e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
- f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
- g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
- h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
- i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-Oct-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

- j. You have achieved minimum 60% aggregate in all semesters of your graduation.
- k. You submit the following mandatory documents before the date of joining..
 - 1. Highest Degree/Provisional Certificate and Final year Mark sheet.
 - 2. In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.
- l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi
Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com

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

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Akshaye Nair

Date: 06/30/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. **CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem

- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

- 5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- 5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.
- 5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.
- 5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.
- 5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.
- 5.15 You hereby represent to the Company that:
- a.) you are legally permitted to reside and be employed in India;
 - b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
 - c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
 - d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
 - e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights),

including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and

market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

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

Name:
Signature
Date:



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www.capgemini.com/in-en

Superset ID: 248331

Letter of Intent ("LOI")

Dear Nimisha Bhoir,

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

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

Nimisha Bhoir
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring



Albin Tharayil <albintharayil123@gmail.com>

Capgemini congratulates you on your selection and presents you our Letter Of Intent

1 message

Superset <notifications@email.joinsuperset.com>
To: albintharayil123@gmail.com

Mon, Jan 18, 2021 at 6:04 PM



Dear Albin Jimmy Tharayil,

Greetings from Capgemini!

At Capgemini, we work with the world's leading brands to enhance and transform the way they do business. We do this with passion. And we do this by applying the human touch to business and technology. In fact, passionate people are Capgemini's ace of spades.

During our interaction with you, we found you to be equally passionate about what you do. We are pleased to announce you have successfully cleared our initial selection process and been shortlisted for a suitable position with us. This decision is purely based on your merit and performance during your interactions with us.

As the next step in taking your candidature ahead, please click on the following link and complete the process of accepting the Letter of Intent.

We request you to ensure that you complete all the pre requisite information as well as update all the required documents asked during the course of this process before Jan 25, 2021 11:59 PM IST.

To ensure ease of process, please find below list of documents that would be needed to complete the process:

- Passport size photo
- SSC & HSC Certificate
- Graduation Marksheets*
- Graduation Degree Certificate/Provisional Degree*
- Government ID Proof (Aadhar Card/ Driving License/ Passport/ Voter ID)
- Diploma Marksheets(If applicable)
- Diploma Certificate(If applicable)
- Post-graduation Marksheets* (If applicable)
- Post-graduation Certificate*(If applicable)

***Please note that certain documents like the Provisional Degree Certificate and last two semester marksheets can be updated at a later date.**

Note the following points while completing the process :

- For Undergraduate candidate - Graduation Marksheets should be scanned and uploaded semester/year wise only
- For Postgraduate candidate -
 - Post Graduation Marksheets should be scanned and uploaded semester/year wise
 - Graduation Marksheets & Degree Certificate have to be scanned and uploaded together in a consolidated pdf
- Kindly ensure all documents are clearly scanned and uploaded in PDF/JPEG/JPG/PNG format only
- Maximum file size limit is 4MB
- The file nomenclature should be (FirstName LastName DocumentName)

Kindly Refer to below examples for document nomenclature:

Example 1: Rahul Singh is currently in 7th semester Engineering from ABC college. The documents Rahul would upload be as follows : [Click here to see the Example](#)

Example 2: Arnab Chakraborty is currently in 7th semester Engineering from ABC college. He has joined ABC college via Lateral entry in 2nd year having done Diploma after SSC. The documents Arnab would upload be as follows: [Click here to see the Example](#)

Example 3: Aditya Sharma is currently in 4th semester MCA from ABC college. The documents Aditya would upload be as follows : [Click here to see the Example](#)

Do reach out to us on fresherhiring.in@capgemini.com in case of any queries.

Thank you for interviewing with Capgemini. We invite you to explore an exciting career journey with us and look forward to having you onboard soon!

Love your career. Ace your career at Capgemini.

[Go to Offer Page](#)

University Relations and Hiring Team
Capgemini India



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Superset ID: 250953

Letter of Intent ("LOI")

Dear Emmima ,

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

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring

ANNEXURE 1

Emmima

Analyst and A4

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

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



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Superset ID: 252307

Letter of Intent ("LOI")

Dear Reyna Binny,

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

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

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

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

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

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

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Upon joining Capgemini,

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring

ANNEXURE 1

Reyna Binny
Analyst and A4

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

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring



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Superset ID: 311958

Letter of Intent ("LOI")

Dear Deepanshu Sethi,

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

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

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

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

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

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

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
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Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring

ANNEXURE 1

Deepanshu Sethi
Analyst and A4

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

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring



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Superset ID: 235090

Letter of Intent ("LOI")

Dear Pranay Bagrecha,

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

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

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

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

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Upon joining Capgemini,

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring

ANNEXURE 1

Pranay Bagrecha
Analyst and A4

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

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring



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Superset ID: 240807

Letter of Intent ("LOI")

Dear Alrich Kudel,

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

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring

ANNEXURE 1

Alrich Kudel
Analyst and A4

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

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

modern shares and stockbrokers ltd. limited

From: Superset <notifications@joinsuperset.com>
Sent: 24 November 2020 13:55
To: carolseb80@gmail.com
Subject: Capgemini congratulates you on your selection and presents you our Letter Of Intent



Dear Carol Sebastian,

Greetings from Capgemini!

At Capgemini, we work with the world's leading brands to enhance and transform the way they do business. We do this with passion. And we do this by applying the human touch to business and technology. In fact, passionate people are Capgemini's ace of spades.

During our interaction with you, we found you to be equally passionate about what you do. We are pleased to announce you have successfully cleared our initial selection process and been shortlisted for a suitable position with us. This decision is purely based on your merit and performance during your interactions with us.

As the next step in taking your candidature ahead, please click on the following link and complete the process of accepting the Letter of Intent.

We request you to ensure that you complete all the pre requisite information as well as update all the required documents asked during the course of this process before Dec 01, 2020 11:59 PM IST.

To ensure ease of process, please find below list of documents that would be needed to complete the process:

- Passport size photo
- SSC & HSC Certificate
- Graduation Marksheets*
- Graduation Degree Certificate/Provisional Degree*
- Government ID Proof (Aadhar Card/ Driving License/ Passport/ Voter ID)
- Diploma Marksheets(If applicable)
- Diploma Certificate(If applicable)
- Post-graduation Marksheets* (If applicable)
- Post-graduation Certificate*(If applicable)

***Please note that certain documents like the Provisional Degree Certificate and last two semester marksheets can be updated at a later date.**

Note the following points while completing the process :

- For Undergraduate candidate - Graduation Marksheets should be scanned and uploaded semester/year wise only
- For Postgraduate candidate -
 - Post Graduation Marksheets should be scanned and uploaded semester/year wise
 - Graduation Marksheets & Degree Certificate have to be scanned and uploaded together in a consolidated pdf
- Kindly ensure all documents are clearly scanned and uploaded in PDF/JPEG/JPG/PNG format only
- Maximum file size limit is 4MB
- The file nomenclature should be (FirstName LastName DocumentName)

Kindly Refer to below examples for document nomenclature:

Example 1: Rahul Singh is currently in 7th semester Engineering from ABC college. The documents Rahul would upload be as follows : [Click here to see the Example](#)

Example 2: Arnab Chakraborty is currently in 7th semester Engineering from ABC college. He has joined ABC college via Lateral entry in 2nd year having done Diploma after SSC. The documents Arnab would upload be as follows: [Click here to see the Example](#)

Example 3: Aditya Sharma is currently in 4th semester MCA from ABC college. The documents Aditya would upload be as follows : [Click here to see the Example](#)

Do reach out to us on fresherhiring.in@capgemini.com in case of any queries.

Thank you for interviewing with Capgemini. We invite you to explore an exciting career journey with us and look forward to having you onboard soon!

Love your career. Ace your career at Capgemini.

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University Relations and Hiring Team
Capgemini India





Nolita Rego <nolitarego@gmail.com>

Capgemini congratulates you on your selection and presents you our Letter Of Intent

Superset <notifications@email.joinsuperset.com>

Mon, Jan 18, 2021 at 6:04 PM

To: nolitarego@gmail.com



Dear Nolita Rego,

Greetings from Capgemini!

At Capgemini, we work with the world's leading brands to enhance and transform the way they do business. We do this with passion. And we do this by applying the human touch to business and technology. In fact, passionate people are Capgemini's ace of spades.

During our interaction with you, we found you to be equally passionate about what you do. We are pleased to announce you have successfully cleared our initial selection process and been shortlisted for a suitable position with us. This decision is purely based on your merit and performance during your interactions with us.

As the next step in taking your candidature ahead, please click on the following link and complete the process of accepting the Letter of Intent.

We request you to ensure that you complete all the pre requisite information as well as update all the required documents asked during the course of this process before Jan 25, 2021 11:59 PM IST.

To ensure ease of process, please find below list of documents that would be needed to complete the process:

- Passport size photo
- SSC & HSC Certificate
- Graduation Marksheets*
- Graduation Degree Certificate/Provisional Degree*
- Government ID Proof (Aadhar Card/ Driving License/ Passport/ Voter ID)
- Diploma Marksheets(If applicable)
- Diploma Certificate(If applicable)
- Post-graduation Marksheets* (If applicable)
- Post-graduation Certificate*(If applicable)

***Please note that certain documents like the Provisional Degree Certificate and last two semester marksheets can be updated at a later date.**

Note the following points while completing the process :

- For Undergraduate candidate - Graduation Marksheets should be scanned and uploaded semester/year wise only
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Example 3: Aditya Sharma is currently in 4th semester MCA from ABC college. The documents Aditya would upload be as follows : [Click here to see the Example](#)

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University Relations and Hiring Team
Capgemini India



Dear Aman Anand Baheti,

Greetings from Capgemini!

At Capgemini, we work with the world's leading brands to enhance and transform the way they do business. We do this with passion. And we do this by applying the human touch to business and technology. In fact, passionate people are Capgemini's ace of spades.

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

Superset ID: 232938

Letter of Intent ("LOI")

Dear Ashish Kumar,

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

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

Ashish Kumar
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring



Yash Kumar <laryash99@gmail.com>

Fwd: Capgemini congratulates you on your selection and presents you our Letter Of Intent

1 message

Shantanu Parab <shantanuparab99@gmail.com>

30 June 2021 at 19:13

To: laryash99@gmail.com

----- Forwarded message -----

From: **Superset** <notifications@joinsuperset.com>

Date: Tue, Nov 24, 2020 at 1:54 PM

Subject: Capgemini congratulates you on your selection and presents you our Letter Of Intent

To: <shantanuparab99@gmail.com>



Dear Shantanu Suhas Parab,

Greetings from Capgemini!

At Capgemini, we work with the world's leading brands to enhance and transform the way they do business. We do this with passion. And we do this by applying the human touch to business and technology. In fact, passionate people are Capgemini's ace of spades.

During our interaction with you, we found you to be equally passionate about what you do. We are pleased to announce you have successfully cleared our initial selection process and been shortlisted for a suitable position with us. This decision is purely based on your merit and performance during your interactions with us.

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- Diploma Certificate(If applicable)
- Post-graduation Marksheets* (If applicable)
- Post-graduation Certificate*(If applicable)

***Please note that certain documents like the Provisional Degree Certificate and last two semester marksheets can be updated at a later date.**

Note the following points while completing the process :

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Example 3: Aditya Sharma is currently in 4th semester MCA from ABC college. The documents Aditya would upload be as follows : [Click here to see the Example](#)

Do reach out to us on fresherhiring.in@capgemini.com in case of any queries.

Thank you for interviewing with Capgemini. We invite you to explore an exciting career journey with us and look forward to having you onboard soon!

Love your career. Ace your career at Capgemini.

Go to Offer Page

University Relations and Hiring Team
Capgemini India



Yash Kumar <laryash99@gmail.com>

Fwd: Capgemini congratulates you on your selection and presents you our Letter Of Intent

1 message

Saumeel Gabhare <gabhare.saumeel@gmail.com>

30 June 2021 at 18:33

To: laryash99@gmail.com

----- Forwarded message -----

From: **Superset** <notifications@joinsuperset.com>

Date: Tue, 24 Nov 2020 at 13:54

Subject: Capgemini congratulates you on your selection and presents you our Letter Of Intent

To: <gabhare.saumeel@gmail.com>



Dear Saumeel Rajeev Gabhare,

Greetings from Capgemini!

At Capgemini, we work with the world's leading brands to enhance and transform the way they do business. We do this with passion. And we do this by applying the human touch to business and technology. In fact, passionate people are Capgemini's ace of spades.

During our interaction with you, we found you to be equally passionate about what you do. We are pleased to announce you have successfully cleared our initial selection process and been shortlisted for a suitable position with us. This decision is purely based on your merit and performance during your interactions with us.

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- Diploma Certificate(If applicable)
- Post-graduation Marksheets* (If applicable)
- Post-graduation Certificate*(If applicable)

***Please note that certain documents like the Provisional Degree Certificate and last two semester marksheets can be updated at a later date.**

Note the following points while completing the process :

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Example 3: Aditya Sharma is currently in 4th semester MCA from ABC college. The documents Aditya would upload be as follows : [Click here to see the Example](#)

Do reach out to us on fresherhiring.in@capgemini.com in case of any queries.

Thank you for interviewing with Capgemini. We invite you to explore an exciting career journey with us and look forward to having you onboard soon!

Love your career. Ace your career at Capgemini.

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University Relations and Hiring Team
Capgemini India



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

Superset ID: 251608

Letter of Intent ("LOI")

Dear Swarup Saju,

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

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

Swarup Saju
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring



Capgemini Technology Services India Limited
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Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 253403

Letter of Intent ("LOI")

Dear Ankit Jha,

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

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

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

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

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

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Upon joining Capgemini,

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

Ankit Jha
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring



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(Formerly known as IGATE Global Solutions Limited)
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Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 800516

Letter of Intent ("LOI")

Dear ARATI TEMULKAR,

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

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

ARATI TEMULKAR

Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Effective 1st July 2022, (irrespective of your probation status, except for probation non-confirmation), your all-inclusive compensation will be revised to **INR 4,00,000/- (Rupees Four Lakh only)**. Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

Candidate ID: 4820552 /910092,

Date of Joining: 08/14/2021,

Joining Location: Mumbai,

Designation: Analyst,

Dear Leon Clinton Castelino,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Mumbai office, for joining formalities as per the address mentioned below:

Address

CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u></p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><u>Education Documents</u></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><u>Proof of identity/ Address</u></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 4820552 /910092,

08/13/2021,

Leon Clinton Castelino
A/304, Sai Palkhi (B) co-op Housing Society Ltd. Sai Baba Nagar, Navghar Road, Bhayandar (East),
Bhayandar ,Maharashtra,
India

Confidential

Dear Leon Clinton Castelino,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **08/14/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Mumbai**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Annexure - A

Leon Clinton Castelino

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs 15,000.00	Rs 180,000.00
House Rent Allowance	Rs. 3,679.00	Rs 44,148.00
Other Allowances and Reimbursements – 1 #	Rs. 0	Rs.0
Other Allowances and Reimbursements – 2 +	Rs. 0	Rs. 0
Advance Statutory Bonus	Rs. 3,149.00	Rs. 37,788.00
Gross monthly salary	Rs.21,828.00	Rs. 261,936.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.292,200.00
Total Cash Compensation		Rs.292,200.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs. 300,002.00
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Annexure - B

Leon ClintonCastelino

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.1,80,000.00
House Rent Allowance	Rs.9,000.00	Rs108,000.00
Other Allowance and Reimbursement - 1	Rs.1,199.00	Rs.14,388.00
Other Allowance and Reimbursement - 2	Rs.147.00	Rs.1,764.00
Advanced Statutory Bonus	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.28,495.00	Rs.341,940.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.722.00	Rs.8,664.00
Total Fixed Compensation	Rs.31,017.00	Rs.372,204.00
Total Cash Compensation	Rs.31,017.00	Rs.372,204.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		Rs.380,006.00
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You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19800.00
Books and Journals	24000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law.
The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the component
- # All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company;
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

- d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
- e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
- f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
- g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
- h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
- i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-October-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

- j. You have achieved minimum 60% aggregate in all semesters of your graduation.
- k. You submit the following mandatory documents before the date of joining..
 - 1. Highest Degree/Provisional Certificate and Final year Mark sheet.
 - 2. In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.
- l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi
Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com

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

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Leon Clinton Castelino

Date: 08/13/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. **CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem

- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

- 5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- 5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.
- 5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.
- 5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.
- 5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.
- 5.15 You hereby represent to the Company that:
- a.) you are legally permitted to reside and be employed in India;
 - b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
 - c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
 - d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
 - e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights),

including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and

market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

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

Name:
Signature
Date:

16th Jun 2021

Jayesh Mishra

D Wing, Building No 2/701,
Jay Shankar Yagnik Marg,
Indra Nagar, GTB Nagar, Mumbai-400037.

Ref: Offer Letter

Dear Jayesh,

With reference to the Interview you had with us on **15th June 2021**, we are pleased to offer you the position of **Associate Trainee** in our organization according to the terms set out in the Annexure.

Your annual remuneration would be **Rs.3,75,000/- (Rupees Three Lakhs and Seventy Five Thousand Only)**, your remuneration will be paid on a month-to-month basis, subject to taxes applicable, with the following break up.

Particulars/ Components	Monthly (Rs)	Annually (Rs)
Basic	15,000	1,80,000
HRA	7,500	90,000
Special Allowances	8,750	1,05,000
Total CTC	31,250	3,75,000

You are expected to join us latest by **1st July 2021**.

Kindly confirm the acceptance of this offer latest by **16th June 2021**, by signing and returning the duplicate copy of this letter together with the Annexure.

We look forward to a long and fruitful association with you.

Thanking you,

Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd

Parag Doshi
(Director)

I accept the offer and have understood the above distribution of salary components and the same is acceptable to me.

Signature:

Date:

ANNEXURE

The offer is valid only if it is accepted by **16th June 2021** subject to confirmation one week prior to joining date.

1. This offer is subject to a satisfactory reference check of your credentials being conducted by the Company covering your educational qualifications, including certificates and other documents authentication, previous experience etc.
2. You will be offered a monthly-consolidated salary as discussed subject to applicable taxes.
3. A detailed letter of appointment elaborating the terms and conditions of your employment with us shall be issued to you soon after joining.
4. **On your date of joining, please bring the following:**
 - (a) Photocopy of educational documents
 - (b) Photocopy of experience letter from all previous Employers
 - (c) Photocopy of Appointment/Increment letter and Last 3 months pay slips from previous organization.
 - (d) Income Tax Computation from previous employer
 - (e) Photocopy of PAN card. (Mandatory)
 - (f) 2 passport size color photograph.
 - (g) Photocopy of Residential Proof/Rental Agreement (whichever applicable)
5. In case of any clarifications, please do not hesitate to contact the Human Resource Department

Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd

Parag Doshi
(Director)

I accept the Offer

Signature:

Date:

16th Jun 2021

Rincy Pereira

Sanman House, Walunje wadi bus stop,
Nala Road, Nanbhat,
Nallasopara (West)- 401203.

Ref: Offer Letter

Dear Rincy,

With reference to the Interview you had with us on **15th June 2021**, we are pleased to offer you the position of **Associate Trainee** in our organization according to the terms set out in the Annexure.

Your annual remuneration would be **Rs.3,75,000/- (Rupees Three Lakhs and Seventy Five Thousand Only)**, your remuneration will be paid on a month-to-month basis, subject to taxes applicable, with the following break up.

Particulars/ Components	Monthly (Rs)	Annually (Rs)
Basic	15,000	1,80,000
HRA	7,500	90,000
Special Allowances	8,750	1,05,000
Total CTC	31,250	3,75,000

You are expected to join us latest by **1st July 2021**.

Kindly confirm the acceptance of this offer latest by **16th June 2021**, by signing and returning the duplicate copy of this letter together with the Annexure.

We look forward to a long and fruitful association with you.

Thanking you,

Yours faithfully,

For Chenoa Information and Software Services Pvt. Ltd

PARAG DOSHI Digitally signed by PARAG DOSHI
Date: 2021.06.16 18:34:01 +05'30'

Parag Doshi
(Director)

I accept the offer and have understood the above distribution of salary components and the same is acceptable to me.

Signature:

Date:

ANNEXURE

The offer is valid only if it is accepted by **16th June 2021** subject to confirmation one week prior to joining date.

1. This offer is subject to a satisfactory reference check of your credentials being conducted by the Company covering your educational qualifications, including certificates and other documents authentication, previous experience etc.
2. You will be offered a monthly-consolidated salary as discussed subject to applicable taxes.
3. A detailed letter of appointment elaborating the terms and conditions of your employment with us shall be issued to you soon after joining.
4. **On your date of joining, please bring the following:**
 - (a) Photocopy of educational documents
 - (b) Photocopy of experience letter from all previous Employers
 - (c) Photocopy of Appointment/Increment letter and Last 3 months pay slips from previous organization.
 - (d) Income Tax Computation from previous employer
 - (e) Photocopy of PAN card. (Mandatory)
 - (f) 2 passport size color photograph.
 - (g) Photocopy of Residential Proof/Rental Agreement (whichever applicable)
5. In case of any clarifications, please do not hesitate to contact the Human Resource Department

**Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd**

PARAG

Digitally signed by PARAG DOSHI
Date: 2021.06.16 18:34:16 +05'30'

**Parag Doshi
(Director)**

I accept the Offer

Signature:



Date: 16/06/2021

16th Jun 2021

Manali More

Room No.5/C Municipal Kamgar Vasahat,
Thakur Village, Kandivali (East)
Mumbai 400101.

Ref: Offer Letter

Dear Manali,

With reference to the Interview you had with us on **15th June 2021**, we are pleased to offer you the position of **Associate Trainee** in our organization according to the terms set out in the Annexure.

Your annual remuneration would be **Rs.3,75,000/- (Rupees Three Lakhs and Seventy Five Thousand Only)**, your remuneration will be paid on a month-to-month basis, subject to taxes applicable, with the following break up.

Particulars/ Components	Monthly (Rs)	Annually (Rs)
Basic	15,000	1,80,000
HRA	7,500	90,000
Special Allowances	8,750	1,05,000
Total CTC	31,250	3,75,000

You are expected to join us latest by **1st July 2021**.

Kindly confirm the acceptance of this offer latest by **16th June 2021**, by signing and returning the duplicate copy of this letter together with the Annexure.

We look forward to a long and fruitful association with you.

Thanking you,

Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd

Parag Doshi
(Director)

I accept the offer and have understood the above distribution of salary components and the same is acceptable to me.

Signature:

Date:

ANNEXURE

The offer is valid only if it is accepted by **16th June 2021** subject to confirmation one week prior to joining date.

1. This offer is subject to a satisfactory reference check of your credentials being conducted by the Company covering your educational qualifications, including certificates and other documents authentication, previous experience etc.
2. You will be offered a monthly-consolidated salary as discussed subject to applicable taxes.
3. A detailed letter of appointment elaborating the terms and conditions of your employment with us shall be issued to you soon after joining.
4. **On your date of joining, please bring the following:**
 - (a) Photocopy of educational documents
 - (b) Photocopy of experience letter from all previous Employers
 - (c) Photocopy of Appointment/Increment letter and Last 3 months pay slips from previous organization.
 - (d) Income Tax Computation from previous employer
 - (e) Photocopy of PAN card. (Mandatory)
 - (f) 2 passport size color photograph.
 - (g) Photocopy of Residential Proof/Rental Agreement (whichever applicable)
5. In case of any clarifications, please do not hesitate to contact the Human Resource Department

Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd

Parag Doshi
(Director)

I accept the Offer

Signature:

Date:

16th Jun 2021

Sigmond Cardozo

F-2/11, Vijay Park (Phase II),
Dias and Pereira Nagar,
Naigaon (W), 401207.

Ref: Offer Letter

Dear Sigmond,

With reference to the Interview you had with us on **15th June 2021**, we are pleased to offer you the position of **Associate Trainee** in our organization according to the terms set out in the Annexure.

Your annual remuneration would be **Rs.3,75,000/- (Rupees Three Lakhs and Seventy Five Thousand Only)**, your remuneration will be paid on a month-to-month basis, subject to taxes applicable, with the following break up.

Particulars/ Components	Monthly (Rs)	Annually (Rs)
Basic	15,000	1,80,000
HRA	7,500	90,000
Special Allowances	8,750	1,05,000
Total CTC	31,250	3,75,000

You are expected to join us latest by **1st July 2021**.

Kindly confirm the acceptance of this offer latest by **16th June 2021**, by signing and returning the duplicate copy of this letter together with the Annexure.

We look forward to a long and fruitful association with you.

Thanking you,

Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd

Parag Doshi
(Director)

I accept the offer and have understood the above distribution of salary components and the same is acceptable to me.

Signature:

Date:

ANNEXURE

The offer is valid only if it is accepted by **16th June 2021** subject to confirmation one week prior to joining date.

1. This offer is subject to a satisfactory reference check of your credentials being conducted by the Company covering your educational qualifications, including certificates and other documents authentication, previous experience etc.
2. You will be offered a monthly-consolidated salary as discussed subject to applicable taxes.
3. A detailed letter of appointment elaborating the terms and conditions of your employment with us shall be issued to you soon after joining.
4. **On your date of joining, please bring the following:**
 - (a) Photocopy of educational documents
 - (b) Photocopy of experience letter from all previous Employers
 - (c) Photocopy of Appointment/Increment letter and Last 3 months pay slips from previous organization.
 - (d) Income Tax Computation from previous employer
 - (e) Photocopy of PAN card. (Mandatory)
 - (f) 2 passport size color photograph.
 - (g) Photocopy of Residential Proof/Rental Agreement (whichever applicable)
5. In case of any clarifications, please do not hesitate to contact the Human Resource Department

Yours faithfully,
For Chenoa Information and Software Services Pvt. Ltd

Parag Doshi
(Director)

I accept the Offer

Signature:

Date:

July 19th, 2021

Pre-Placement GET Offer Letter

Dear Rachael,

Congratulations!

Subsequent to your Internship offer, we are pleased to extend a pre-placement offer to you for the position of a “**Graduate Engineer Trainee**”.

The broad terms of your association is as provided herein. The detailed letter of association and terms and conditions will be shared with you on the day of your joining us as a GET.

Your initial training will be at **Mumbai**; though however, subsequently you may be transferred anywhere in India or other geographies as per the need and requirement of the company, if circumstances so necessitates to continue training on the same terms and conditions. During the pandemic as we are all currently operating out of home, you will also be expected to be **WFH** and will be intimated 2 weeks in advance on the need to be available at your base location of posting.

On the successful completion of your graduation and submission of necessary university related documents, you will be absorbed as Graduate Engineer Trainee by the organization, post an internal assessment and availability of trainee position with us. The training will be for a period of **one year** from the date of your absorption as a GET. On completion of your GET training period, subject to your performance during the 1 year period and availability of a suitable vacancy, the Company may offer you permanent employment wherein the absorption will be in the internal banding of Band-1; Grade-E2 level.

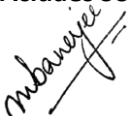
During your Training period of 12 months, you will be entitled to an Annual Total Remuneration (Cost to Company) of **INR 3,70,000** as a **Graduate Engineer Trainee**, which will include an annual Performance Bonus of **INR 40,000**. The variable bonus is payable after completion of your 12 months’ GET period. Please note that CTC details and compensation details are highly confidential and should not be discussed as a part of our Code of conduct in the organisation.

You will also be governed by the terms and conditions of the Graduate Engineer Trainee offer letter, Trainee Appointment letter that will be provided at the time of joining and other Staff Rules, Regulations and Code of conduct as applicable to the Trainees from time to time.

We look forward to you becoming a part of our fast-paced and dedicated team that works together to fulfill the Company’s Vision. We look forward to your joining and establishing a professional working relationship with us.

Yours Sincerely,

For Acidaes Solutions Pvt.Ltd.



Meenakshi Banerjee

Vice President – Human Resources



Rachael Lobo

04-08-2021

ANNEXURE "A"

A. Training Period

Your association will be effective from your joining date as Graduate Engineer Trainee for a period of **one year** from the date of your absorption as a GET.

B. Medical Test:

Pre-employment medical test is a prerequisite of association to ensure healthy and safe working environment. On normalization of the pandemic situation, a medical check-up authorization letter will be shared with you by the Acidaes HR Executive and will need to be completed within 15 days of issuance.

C. Submission of Documents:

On the day of joining, you are requested to bring along the following documents (original & photocopy) for submission and verification.

1. The offer letter (this letter) in original.
2. 4 copies of your passport sized color photographs with white background.
3. Standard X- and XII-mark sheet, passing certificates
4. Graduation/Post graduation certificate and mark sheet for all semesters.
5. 2 photocopy of PAN card
6. One photocopy of Passport and
7. One photocopy of Aadhaar card

D. Letter of Appointment:

This letter of offer shall be replaced by your appointment letter, on the date of joining after successfully completion of the training period.

Please treat all the information shared with you in this offer with complete confidentiality. Any official/unofficial or unauthorized disclosure or usage of these details with any other company or person, will automatically lead to cancellation of your appointment without any further discussions. If you need any help or clarifications, please feel free to contact us.

August 3rd, 2021

Pre-Placement GET Offer Letter

Dear Simran,

Congratulations!

Subsequent to your Internship offer, we are pleased to extend a pre-placement offer to you for the position of a **"Graduate Engineer Trainee"**.

The broad terms of your association is as provided herein. The detailed letter of association and terms and conditions will be shared with you on the day of your joining us as a GET.

Your initial training will be at **Mumbai**; though however, subsequently you may be transferred anywhere in India or other geographies as per the need and requirement of the company, if circumstances so necessitates to continue training on the same terms and conditions. During the pandemic as we are all currently operating out of home, you will also be expected to be **WFH** and will be intimated 2 weeks in advance on the need to be available at your base location of posting.

On the successful completion of your graduation and submission of necessary university related documents, you will be absorbed as Graduate Engineer Trainee by the organization, post an internal assessment and availability of trainee position with us. The training will be for a period of **one year** from the date of your absorption as a GET. On completion of your GET training period, subject to your performance during the 1 year period and availability of a suitable vacancy, the Company may offer you permanent employment wherein the absorption will be in the internal banding of Band-1; Grade-E2 level.

During your Training period of 12 months, you will be entitled to an Annual Total Remuneration (Cost to Company) of **INR 3,70,000** as a **Graduate Engineer Trainee**, which will include an annual Performance Bonus of **INR 40,000**. The variable bonus is payable after completion of your 12 months' GET period. Please note that CTC details and compensation details are highly confidential and should not be discussed as a part of our Code of conduct in the organisation.

You will also be governed by the terms and conditions of the Graduate Engineer Trainee offer letter, Trainee Appointment letter that will be provided at the time of joining and other Staff Rules, Regulations and Code of conduct as applicable to the Trainees from time to time.

We look forward to you becoming a part of our fast-paced and dedicated team that works together to fulfill the Company's Vision. We look forward to your joining and establishing a professional working relationship with us.

Yours Sincerely,

For Acidaes Solutions Pvt.Ltd.



Meenakshi Banerjee

Vice President – Human Resources

ANNEXURE "A"

A. Training Period

Your association will be effective from your joining date as Graduate Engineer Trainee for a period of **one year** from the date of your absorption as a GET.

B. Medical Test:

Pre-employment medical test is a prerequisite of association to ensure healthy and safe working environment. On normalization of the pandemic situation, a medical check-up authorization letter will be shared with you by the Acidaes HR Executive and will need to be completed within 15 days of issuance.

C. Submission of Documents:

On the day of joining, you are requested to bring along the following documents (original & photocopy) for submission and verification.

1. The offer letter (this letter) in original.
2. 4 copies of your passport sized color photographs with white background.
3. Standard X- and XII-mark sheet, passing certificates
4. Graduation/Post graduation certificate and mark sheet for all semesters.
5. 2 photocopy of PAN card
6. One photocopy of Passport and
7. One photocopy of Aadhaar card

D. Letter of Appointment:

This letter of offer shall be replaced by your appointment letter, on the date of joining after successfully completion of the training period.

Please treat all the information shared with you in this offer with complete confidentiality. Any official/unofficial or unauthorized disclosure or usage of these details with any other company or person, will automatically lead to cancellation of your appointment without any further discussions. If you need any help or clarifications, please feel free to contact us.

HRD/3T/1002402226/21-22

September 11, 2021

Ms. Sweedal Masih
C-2, Trishakti Hsg. Soc.
Pipeline, Mohili Village, Sakinaka.
Mumbai-400072
India

Ph: +91-8879037891

Dear Sweedal,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

HRD/1002402226/21-22

September 11, 2021

Ms. Sweedal Masih
C-2, Trishakti Hsg. Soc.
Pipeline, Mohili Village, Sakinaka.
Mumbai-400072
India

Ph: +91-8879037891

Dear Sweedal,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **23-Sep-2021**.

Location

Your location of training is **MYSORE, India** . The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."*

Training

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.

Probation and Confirmation

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

Compensation and Benefits

Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

Training Performance - linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250** .

The details of the Scheme would be available to you when you join the Company.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

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

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20____

Sign your name

Print your full Name Location

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

ANNEXURE - I

(Compensation during the Training)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Ms. Sweedal Masih			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

ANNEXURE - II

(Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR per month)	
NAME	Ms. Sweedal Masih
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
1. MONTHLY COMPONENTS	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
MONTHLY GROSS SALARY	22,328

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000

4. INCENTIVE COMPONENTS	At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)	1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)			26,250
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)			27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)			30,000

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054

Tel: 91-22-2604-3047

July 1, 2021

To Valiant Rodrigues

Dear Valiant,

We are pleased to extend you an offer for a full-time position as **Associate Developer** at Soares Enterprises India Private Limited ("SEIPL"), a subsidiary of Information Asset, LLC ("Information Asset") subject to the following terms and conditions:

Effective Date : July 5, 2021

Base Salary: INR 30,000 per month increased to INR 35,000 on successful completion of three month probation

Payment: We will pay you monthly at the end of each month. We will not pay overtime. You are responsible for paying your own taxes.

Probationary Period: You will be on probation for a period of three months after commencement of employment. After the successful completion of the probationary period, you will be confirmed as a full-time employee. During your **probationary** period, your employment may be terminated with two day's notice. After your confirmation, your employment may be terminated by either party with **three** month's notice.

Office Location: The position will be working out the Mumbai office.

Vacation and Emergency Time Off: You are eligible for three (3) weeks of paid vacation per year. Vacation time must be approved by your manager. You will be eligible to take vacation after three months of employment. You will earn vacation on a pro-rated basis based on the number of days you have worked.

Working hours: Working hours will be Monday-Friday and approximately 40 hours per week and must be flexible to accommodate calls with personnel and clients in the United States and other countries. We will not pay overtime.

Expense Reimbursement: We will provide you a laptop at the end of the probation period. This will be the property of Information Asset and will have to be returned to the Company upon termination of your employment.

Confidentiality: You will maintain all SEIPL and client materials as confidential even after you terminate your employment with SEIPL. Our Confidentiality Agreement must be signed prior to your start date.

Taxes: You will be responsible for any tax liability that may accrue/arise on the account of the remuneration paid to you under this contract.

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054 Tel: 91-22-2604-3047

Solicitation: You agree that for a period of one (1) year after the termination of your employment, to not solicit any business or enter into contracts with Information Asset's customers either directly or indirectly through any third party. You also agree that for a period of one (1) year after the termination of your employment, to not directly or indirectly hire current or former employees or independent contractors of Information Asset, or assist others to do so, without Information Asset's prior written consent.

Company Property: All company property including, but not limited to, laptops should be returned to SEIPL on the termination of your employment.

Entire Agreement: You acknowledge that this offer letter represents the entire agreement between you and SEIPL and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon SEIPL.

If you are in agreement with the above outline, please sign below. **This offer expires on July 3, 2021.**

DocuSigned by:



724ECFEE4373435...

Neerav Jain CFO

7/1/2021

Date

Valiant Rodrigues

Date

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054

Tel: 91-22-2604-3047

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is made and entered into as of July 1, 2021 (the "Effective Date"), by and between Soares Enterprises India Private Limited located at A/5 Fairfield, South Avenue, Santacruz, Mumbai 400054 ("SEIPL") and Valiant Rodrigues located in Mumbai, India ("Individual").

BACKGROUND

WHEREAS, SEIPL and Individual (each, a "Party", and collectively, the "Parties") desire to discuss possible business arrangements for Data Governance; and

WHEREAS, in connection with such discussions and any business arrangement that the Parties may pursue as a result of such discussions, each Party may need to disclose certain of its confidential and proprietary information and materials to the other Party; and

WHEREAS, the Parties wish to enter into this Agreement to provide for the protection of such information, documents and materials and to restrict the use and disclosure of such information and materials by the Receiving Party.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definition of Confidential Information and Trade Secrets. For purposes of this Agreement, "Confidential Information" shall include, without regard to form, business information, marketing and product plans, financial information and reports, pricing terms, customer lists and other customer and market data, offerings, and other identifying information, and documents and materials disclosed by the Disclosing Party to the Receiving Party orally or in writing during the term of this Agreement (including, but not limited to, the fact that an exchange of information and business discussions between the Parties is occurring or has occurred), but does not constitute Trade Secrets. "Trade Secrets" means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other

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persons, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information and Trade Secrets shall also include any modifications or derivatives prepared by the Receiving Party that contain or are based upon any Confidential Information or Trade Secrets obtained from the Disclosing Party, including any analysis, reports, or summaries of the Confidential Information or Trade Secrets.

The Party disclosing Confidential Information or Trade Secrets is referred to in this Agreement as the “Disclosing Party” and the Party receiving such Confidential Information or Trade Secrets is referred to as the “Receiving Party.”

2. Term. This Agreement will commence on the Effective Date and the non-disclosure and other obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination thereof:
(a) in the case of Trade Secrets, for as long as such information remains a Trade Secret under applicable law; or
(b) in the case of Confidential Information, for a term of ten (10) years. The obligations of the Parties concerning the protection and non-disclosure of Confidential Information or Trade Secrets shall survive the termination or expiration of this Agreement.
3. Limitations on Use. Unless the Disclosing Party expressly authorizes otherwise in advance of such use, the Receiving Party must only use the Confidential Information or Trade Secrets in connection with the matter referenced in the Background section at the beginning of this Agreement.
4. Protection of Confidential Information and Trade Secrets. Each Receiving Party will protect the confidentiality of the Confidential Information and Trade Secrets with no less care than it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event will the Receiving Party protect the confidentiality of the Confidential Information and Trade Secrets with less than a reasonable standard of care. Each Receiving Party will take (and will cause its employees and agents to take) any steps required to avoid inadvertent disclosure of materials in Receiving Party's possession.
5. Access to Confidential Information and Trade Secrets. Access to the Confidential Information and Trade Secrets must be restricted to employees of each Receiving Party on a need-to-know basis, who are engaged in the analysis and discussions concerning the exploration of possible business arrangements, and any possible business arrangement that the Parties may pursue, as contemplated in the Background statement at the beginning of this Agreement. Furthermore, each Receiving Party shall require all non-employee personnel granted access to the Confidential Information and Trade Secrets including, but not limited to, agents and independent contractors of the Receiving Party, to execute a non-disclosure agreement binding such personnel to the confidentiality obligations set forth herein, to the same extent as the Receiving Party is bound to the Disclosing Party herein.
6. No Other License. Confidential Information and Trade Secrets disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No other

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

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license to use any trademarks, patents, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information or Trade Secrets under this Agreement.

7. Return of Confidential Information and Trade Secrets. All written Confidential Information or Trade Secrets made available under this Agreement, including copies thereof, must be returned to the Disclosing Party upon the request by the Disclosing Party. Any materials prepared by the Receiving Party which include any Confidential Information or Trade Secrets of the Disclosing Party, including summaries or extracts thereof, must be destroyed, and written certification of such destruction provided to the Disclosing Party.
8. Exclusions. Nothing in this Agreement will prohibit or limit the use and/or disclosure of information by the Parties that: (a) was or becomes generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Receiving Party or its representatives in violation of this Agreement); (b) was or becomes available to the Receiving Party on a non- confidential basis from a source other than the Disclosing Party or its directors, officers, \employees, agents and representatives, provided that such source is not and was not bound by a confidentiality agreement or other obligation restricting such disclosure; (c) was independently developed by the Receiving Party without the use of Confidential Information or Trade Secrets by any personnel, including but not limited to employees, agents and independent contractors, that have not had access to the Confidential Information or Trade Secrets, as can be substantiated by reasonable evidence; or (d) is approved for release or disclosure by prior written permission from an authorized representative of the Disclosing Party.
9. Judicial Disclosures. If a Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information or Trade Secrets, the Receiving Party must promptly notify the Disclosing Party and tender to it the defense of that demand. Unless the demand has been timely limited, quashed or extended, Receiving Party will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Disclosing Party, the Receiving Party will cooperate (at the expense of the Disclosing Party) in the defense of a demand.
10. Successors and Assigns. This Agreement is and will be binding upon the Parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.
11. Injunctive Relief. The Parties recognize that serious injury could result to a Party and its business if a Receiving Party breaches its obligations under this Agreement. Therefore, each Party agrees that the Disclosing Party will be entitled to a restraining order, injunction or other equitable relief if the Receiving Party breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law or equity.

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

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12. No Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.
13. Governing Law. The validity, performance, construction, and effect of this Agreement will be governed by the laws of the State of New Jersey, without regard to its conflicts of laws principles.
14. Entire Agreement This Agreement constitutes the entire agreement between the Parties concerning the confidentiality and non-disclosure obligations discussed herein and may not be modified or amended other than by a written instrument executed by both Parties. The Parties represent that they have read this Agreement, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein. No provision herein is to be construed against or in favor of any Party on the basis of authorship.
15. Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision here of.
16. Severability. Each provision of this Agreement is independent, and if any term, covenant, or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the covenants herein contained shall not be affected thereby and the residue shall be valid and enforceable to the fullest extent permitted by law.
17. Facsimile Signature and Counterparts. The Parties hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in counterparts, each of which will constitute an original.

[Signatures Appear on Next Page]

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

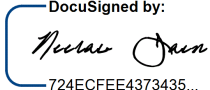
Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054

Tel: 91-22-2604-3047

IN WITNESS WHEREOF, the parties have executed this Mutual Nondisclosure Agreement,
effective as of the Effective Date.

Soares Enterprises India Private Limited

DocuSigned by:

 7/1/2021

By: 724ECFEE4373435...

[Signature]

Neerav Jain, CFO Information Asset

Valiant Rodrigues

By: _____

[Signature]

valiant Rodrigues

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054

Tel: 91-22-2604-3047

July 6, 2021

To Clint Dmello

Dear Clint,

We are pleased to extend you an offer for a full-time position as **Associate Developer** at Soares Enterprises India Private Limited ("SEIPL"), a subsidiary of Information Asset, LLC ("Information Asset") subject to the following terms and conditions:

Effective Date : July 7, 2021

Base Salary: INR 30,000 per month increased to INR 35,000 on successful completion of three month probation

Payment: We will pay you monthly at the end of each month. We will not pay overtime. You are responsible for paying your own taxes.

Probationary Period: You will be on probation for a period of three months after commencement of employment. After the successful completion of the probationary period, you will be confirmed as a full-time employee. During your **probationary** period, your employment may be terminated with two day's notice. After your confirmation, your employment may be terminated by either party with **three** month's notice.

Office Location: The position will be working out the **Mumbai** office.

Vacation and Emergency Time Off: You are eligible for three (3) weeks of paid vacation per year. Vacation time must be approved by your manager. You will be eligible to take vacation after three months of employment. You will earn vacation on a pro-rated basis based on the number of days you have worked.

Working hours: Working hours will be Monday-Friday and approximately 40 hours per week and must be flexible to accommodate calls with personnel and clients in the United States and other countries. We will not pay overtime.

Expense Reimbursement: We will provide you a laptop at the end of the probation period. This will be the property of Information Asset and will have to be returned to the Company upon termination of your employment.

Confidentiality: You will maintain all SEIPL and client materials as confidential even after you terminate your employment with SEIPL. Our Confidentiality Agreement must be signed prior to your start date.

Taxes: You will be responsible for any tax liability that may accrue/arise on the account of the remuneration paid to you under this contract.

Soares Enterprises (India) Private Limited

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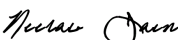
Solicitation: You agree that for a period of one (1) year after the termination of your employment, to not solicit any business or enter into contracts with Information Asset's customers either directly or indirectly through any third party. You also agree that for a period of one (1) year after the termination of your employment, to not directly or indirectly hire current or former employees or independent contractors of Information Asset, or assist others to do so, without Information Asset's prior written consent.

Company Property: All company property including, but not limited to, laptops should be returned to SEIPL on the termination of your employment.

Entire Agreement: You acknowledge that this offer letter represents the entire agreement between you and SEIPL and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon SEIPL.

If you are in agreement with the above outline, please sign below. **This offer expires on July 7, 2021.**

DocuSigned by:



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Neerav Jain, CFO Information Asset

7/6/2021

Date

DocuSigned by:



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Clint Dmello

7/6/2021

Date

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054

Tel: 91-22-2604-3047

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is made and entered into as of July 6, 2021 (the "Effective Date"), by and between Soares Enterprises India Private Limited located at A/5 Fairfield, South Avenue, Santacruz, Mumbai 400054 ("SEIPL") and Clint Dmello located in Mumbai, India ("Individual").

BACKGROUND

WHEREAS, SEIPL and Individual (each, a "Party", and collectively, the "Parties") desire to discuss possible business arrangements for Data Governance; and

WHEREAS, in connection with such discussions and any business arrangement that the Parties may pursue as a result of such discussions, each Party may need to disclose certain of its confidential and proprietary information and materials to the other Party; and

WHEREAS, the Parties wish to enter into this Agreement to provide for the protection of such information, documents and materials and to restrict the use and disclosure of such information and materials by the Receiving Party.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definition of Confidential Information and Trade Secrets. For purposes of this Agreement, "Confidential Information" shall include, without regard to form, business information, marketing and product plans, financial information and reports, pricing terms, customer lists and other customer and market data, offerings, and other identifying information, and documents and materials disclosed by the Disclosing Party to the Receiving Party orally or in writing during the term of this Agreement (including, but not limited to, the fact that an exchange of information and business discussions between the Parties is occurring or has occurred), but does not constitute Trade Secrets. "Trade Secrets" means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other

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persons, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information and Trade Secrets shall also include any modifications or derivatives prepared by the Receiving Party that contain or are based upon any Confidential Information or Trade Secrets obtained from the Disclosing Party, including any analysis, reports, or summaries of the Confidential Information or Trade Secrets.

The Party disclosing Confidential Information or Trade Secrets is referred to in this Agreement as the “Disclosing Party” and the Party receiving such Confidential Information or Trade Secrets is referred to as the “Receiving Party.”

2. Term. This Agreement will commence on the Effective Date and the non-disclosure and other obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination thereof:
(a) in the case of Trade Secrets, for as long as such information remains a Trade Secret under applicable law; or (b) in the case of Confidential Information, for a term of ten (10) years. The obligations of the Parties concerning the protection and non-disclosure of Confidential Information or Trade Secrets shall survive the termination or expiration of this Agreement.
3. Limitations on Use. Unless the Disclosing Party expressly authorizes otherwise in advance of such use, the Receiving Party must only use the Confidential Information or Trade Secrets in connection with the matter referenced in the Background section at the beginning of this Agreement.
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6. No Other License. Confidential Information and Trade Secrets disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No other

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license to use any trademarks, patents, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information or Trade Secrets under this Agreement.

7. Return of Confidential Information and Trade Secrets. All written Confidential Information or Trade Secrets made available under this Agreement, including copies thereof, must be returned to the Disclosing Party upon the request by the Disclosing Party. Any materials prepared by the Receiving Party which include any Confidential Information or Trade Secrets of the Disclosing Party, including summaries or extracts thereof, must be destroyed, and written certification of such destruction provided to the Disclosing Party.
8. Exclusions. Nothing in this Agreement will prohibit or limit the use and/or disclosure of information by the Parties that: (a) was or becomes generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Receiving Party or its representatives in violation of this Agreement); (b) was or becomes available to the Receiving Party on a non- confidential basis from a source other than the Disclosing Party or its directors, officers, \employees, agents and representatives, provided that such source is not and was not bound by a confidentiality agreement or other obligation restricting such disclosure; (c) was independently developed by the Receiving Party without the use of Confidential Information or Trade Secrets by any personnel, including but not limited to employees, agents and independent contractors, that have not had access to the Confidential Information or Trade Secrets, as can be substantiated by reasonable evidence; or (d) is approved for release or disclosure by prior written permission from an authorized representative of the Disclosing Party.
9. Judicial Disclosures. If a Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information or Trade Secrets, the Receiving Party must promptly notify the Disclosing Party and tender to it the defense of that demand. Unless the demand has been timely limited, quashed or extended, Receiving Party will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Disclosing Party, the Receiving Party will cooperate (at the expense of the Disclosing Party) in the defense of a demand.
10. Successors and Assigns. This Agreement is and will be binding upon the Parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.
11. Injunctive Relief. The Parties recognize that serious injury could result to a Party and its business if a Receiving Party breaches its obligations under this Agreement. Therefore, each Party agrees that the Disclosing Party will be entitled to a restraining order, injunction or other equitable relief if the Receiving Party breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law or equity.

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

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Tel: 91-22-2604-3047

12. No Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.
13. Governing Law. The validity, performance, construction, and effect of this Agreement will be governed by the laws of the State of New Jersey, without regard to its conflicts of laws principles.
14. Entire Agreement This Agreement constitutes the entire agreement between the Parties concerning the confidentiality and non-disclosure obligations discussed herein and may not be modified or amended other than by a written instrument executed by both Parties. The Parties represent that they have read this Agreement, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein. No provision herein is to be construed against or in favor of any Party on the basis of authorship.
15. Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision here of.
16. Severability. Each provision of this Agreement is independent, and if any term, covenant, or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the covenants herein contained shall not be affected thereby and the residue shall be valid and enforceable to the fullest extent permitted by law.
17. Facsimile Signature and Counterparts. The Parties hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in counterparts, each of which will constitute an original.

[Signatures Appear on Next Page]

Soares Enterprises (India) Private Limited

A Subsidiary of Information Asset, LLC

CIN: U74999MH2015PTC269334

Registered Office: 5 A Fairfield, South Avenue, Santacruz West, Mumbai – 400054

Tel: 91-22-2604-3047

IN WITNESS WHEREOF, the parties have executed this Mutual Nondisclosure Agreement,
effective as of the Effective Date.

Soares Enterprises India Private Limited

DocuSigned by:

 7/6/2021

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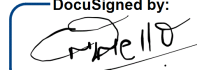
By: _____

[Signature]

Neerav Jain, CFO Information Asset

Clint Dmello

DocuSigned by:

 7/6/2021

By: _____

[Signature]

INFORMATION ASSET, LLC

PROPRIETARY AND INVENTION SERVICES AGREEMENT

This AGREEMENT is hereby entered into between Information Asset, LLC, a Limited Liability Company with its principal place of business at 37 Blanche Avenue, Harrington Park, NJ 07640 (hereinafter referred to as "Information Asset") and Clint Dmellow with its principal place at Mumbai, India (hereinafter referred to as "CONTRACTOR") with the following terms and conditions:

This agreement is made on July 6, 2021 ("Effective Date").

WHEREAS Information Asset wishes to utilize specialized services offered by the CONTRACTOR and;

WHEREAS the CONTRACTOR agrees to provide such specialized services;

THEREFORE, for good valuable and consideration and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1 Intellectual Property Ownership


- 1.1 **Work for Hire.** The CONTRACTOR expressly acknowledges and agrees that any all proprietary materials prepared by the CONTRACTOR under this Agreement shall be considered "works for hire" and the exclusive property of Information Asset unless otherwise specified. These items shall include, but shall not be limited to, any and all deliverables resulting from the CONTRACTOR's Services or contemplated by this Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, middleware, applications, and solutions conceived, made, or discovered by the CONTRACTOR, solely or in collaboration with others, during the Term relating in any manner to the CONTRACTOR's Services.
- 1.2 **Additional Action to Assign Interest.** To the extent such work may not be deemed a "work for hire" under applicable law, the CONTRACTOR hereby assigns to Information Asset all of its right, title, and interest in and to such work. The CONTRACTOR shall execute and deliver to Information Asset any instruments of transfer and take such other action that Information Asset may reasonably request, including, without limitation, executing and filing, at Information Asset's expense, copyright applications, assignments, and other documents required for the protection of Information Asset's rights to such materials.
- 1.3 **Incorporation of Existing Work.** If the CONTRACTOR intends to integrate or incorporate any work that it previously created or created outside the scope of the Services ("CONTRACTOR Background Technology") into any work product to be created in furtherance of its performance of the Services, the CONTRACTOR must obtain Information Asset's prior written approval of such integration or incorporation. Without regard to CONTRACTOR's compliance or not with the foregoing, CONTRACTOR hereby grants to Information Asset an exclusive, worldwide, fully paid-up, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit any CONTRACTOR Background Technology incorporated into any work product developed for Information Asset under this Agreement.



IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed.


Information Asset, LLC

Clint Dmello

DocuSigned by:

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Signature Date

By: Neerav Jain
Title: CFO, Information Asset

DocuSigned by:

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Signature Date

By:

Date: 11th August, 2021

Ref: HRD/21/Aug/53

Mr. Sunil Kumar Pillai

Plot no 339,
Upper Govind nagar,
Opposite to podar academy,
Malad east, Mumbai 400097

Letter of Offer

Dear Sunil,

Welcome to the opportunity to make a valuable difference!

We are proud to invite you to join the MASTEK family and are pleased to offer you the position of **"Trainee Software Engineer"** in Grade **T2**, at an Annual Cost to the Company of **Rs. 3.60** lacs per annum.

The detailed terms and conditions of your Offer will be as per **Annexure I and II**.

At MASTEK, you will find the environment is charged with enthusiasm and offers unlimited growth for individuals who live the Company vision with a passion.

You will be expected to join us on or before **Thursday, the 12th August, 2021** at **Mumbai**.

We look forward to your dedication and commitment as we work together and wish you many fruitful years here at MASTEK. We expect you to be a critical pillar for all stakeholders of MASTEK.

This Letter of Offer will be deemed to be your Letter of Appointment from the date of your joining and commencement of your employment with the Company.

Please sign and return a copy of this letter as a formal acceptance of our offer and your confirmation to us by the date mentioned above.

With regards,
yours sincerely,

For Mastek Limited

A handwritten signature in black ink, appearing to read "Maninder", written over a horizontal line.

Maninder Kapoor Puri
Group Chief People Officer

Received & Accepted

Signature

Date

ANNEXURE - I

<u>Monthly Components</u>	-	<u>Salary Breakup</u>
Basic	-	11,488
HRA	-	5,744
Lunch Allowance/Coupons	-	2,200
Conveyance	-	1,600
Medical Allowance	-	1,250
Child Education Allowance	-	200
Adhoc Allowance	-	1,137
NPS	-	1,149
Monthly Gross	-	24,768
<u>Annual Components</u>	-	
Monthly Gross x 12	-	2,97,216
PF	-	21,600
LTA	-	22,976
Annual Gross	-	3,41,792
Gratuity	-	5,514
Insurance Premium	-	5,000
Housing Loan Subsidy	-	7,700
Annual Cost to Company	-	3,60,006

Benefits

1. Mediclaim Coverage for hospitalization will be available for you and your family (spouse and dependent children) up to Rs. 3,00,000/- P.A.
2. Group Personal Accident Coverage upto a maximum of Rs. 10 lac for the employee.
3. Group Life Insurance Cover up to a maximum of Rs. 11 Lacs for the employee (Rs. 6 Lacs through Employee Deposit Linked Insurance and Rs. 5 Lacs through a Group Term life Insurance cover)

Explanation - Salary Components

Total Cost to Company represents all components of compensation including basic, allowances, reimbursements, benefits and incentives.

Computation of the following components of salary has been made based on specific assumptions and current estimates as detailed below :

LTA

Employees have an option of selecting the payout of LTA as Monthly or Annual mode. A new joiner has to necessarily provide a declaration before their first salary payout. If no option is declared then by default the employee will be entitled to Annual mode of LTA

Lunch Coupons

Employees have an option to opt for either Lunch Coupons or Lunch Allowance as part of the monthly salary. A new joiner has to necessarily provide a declaration before their first salary payout. If no option is declared then by default the employee will be given Lunch Coupons.

Gratuity

Employees are entitled to payment of Gratuity of 15 days of Basic Pay, for every year of completed service once they complete 5 years in the company, as per the Payment of Gratuity Act 1972. In the event the employee ceases to be in employment before completion of five years, this benefit will be forfeited.

Insurance Premium

Represents the medical insurance premium per employee paid by the Company for coverage in the Group Medisave Policy, Group Accident Policy and the Life Insurance covers such as Employee Deposit Linked Insurance (EDLI) and Group Term Life (GTL) schemes. The scheme may be changed as per the policy of the Company from time to time.

Housing Loan Subsidy

All employees earning upto a maximum of Rs. 10 lacs p.a. are entitled to a housing loan interest subsidy after completion of 6 months in the organization. The above mentioned amount is an average estimated rate.

NPS Ad-hoc Allowance

Employees have an option of contributing to NPS (National Pension System). In case if you choose to avail NPS option, this component will be utilized to contribute to your NPS account. If NPS is not availed, this amount will be paid through monthly payroll.

ANNEXURE II

1. Benefits

- **Provident Fund:** You will be governed by the provisions of The Employees Provident Fund & Misc. Provisions Act, 1952.
- **Leave and Travel Allowance:** You will be eligible to claim LTA (Leave Travel Allowance) after your confirmation & will be governed by the prevailing Income Tax rules, from time to time, for the purpose of tax exemption.

2. Rules and Regulations

- a. You will be governed by the other policies, rules and regulations in force of the Company related to the Code of Business Conduct & Ethics (COBCE), Travel, Leave, etc. Complete details of all such Policies are made available to all employees on the Company's intranet portal called MASTEKNET. You are advised to access the same immediately after you join the Company.
- b. Before your joining, you are advised to access the Company's website www.mastek.com and go through the COBCE and the clause related to 'Conflict of Interest' in detail and understand the various operative clauses which will govern your employment with the Company. On your date of joining, it will be mandatory for you to formally sign and accept the Company's COBCE.

3. Probation

- a. You will be initially on probation for a period of 12 (twelve) months which may be extended for a further period at the sole discretion of the Management;
- b. On satisfactory completion of your probation or extended probation period, your service will be confirmed in writing.

4. Notice Period for Separations

- a. During your probation period or during extended probation period, your services can be terminated by giving mandatory notice as shown below, in writing, on either side.
 - For the first 3 months - 15 days
 - From 4th month onwards until confirmation - 1 month
- b. After confirmation, your services can be terminated by giving 2 (two) months **active** notice in writing, on either side.
- c. It will be mandatory for you to serve the full notice period without taking any leave, to help with your work transition, allowing time for the Company to find a suitable replacement, completing the knowledge transfer and full hand over of all your responsibilities to a nominated person.
- d. Leave during notice period will be allowed only on certified medical or other valid personal reasons, with special approval of your Reporting Manager. In such cases, your notice period and release date will be extended on a pro-rate basis to the extent of your days of absence during the notice period.
- e. Company may, in certain circumstances, prefer to terminate your services without the notice period or a reduced notice period, in which case, you will be paid salary in lieu thereof for those many days.
- f. Similarly, if you are willing to serve the full notice period but the Company desires your early release for any reason, the Company will pay you salary in lieu of the relevant notice period.

- g. Notwithstanding the above, it shall be fully the Company's discretion, considering the business impacts and client commitments of your not serving the full notice period, whether to relieve you early (1) after accepting payment of salary in lieu of full or part notice period, or (2) after waiving your full or part notice period without any payment in lieu thereof.
- h. Payment of salary in lieu of notice period will not apply if your termination is on grounds of indiscipline or any form of misconduct.

5. Leave Benefits

You will be eligible for Leave as per prevailing rules and entitlements in line with the Company's Leave Policy, made available to all employees on the Company's Intranet portal, MASTEKNET. You will be able to access the portal on your joining. The rules and entitlements of Leave are subject to periodic review and all employees will be governed by any changes that may be brought in, at any later date.

Presently, you will be annually entitled to 18 days of Earned Leave (EL) and 8 days of Casual Leave (CL). Apart from this, the Company also provides for Birthday Leave, Compensatory Off, Maternity Leave, Adoption Leave, Paternity Leave, Sabbatical Leave, etc. Operative details of these entitlements are explained in the Leave Policy document which you can access after your joining.

6. Transfer

Your services are liable to be transferred to any other department, branch office or any other establishment anywhere in India or abroad at the sole discretion of the Management. In such events, you will be governed by the terms and conditions, as applicable at the place of transfer.

7. Confidentiality

- a. You will be responsible for maintaining the secrecy and confidentiality and shall not divulge/disclose to anyone the information obtained by you during the course of your employment. The same is applicable with respect to all the software or technical developments made by you or you had associated with during your service.
- b. You will be required to sign an Undertaking on Conflict of Interest and Secrecy with the organization, on your joining.

8. Information Security

You will be required to abide by the Information Security Policy and procedures laid down by the Company.

9. Duty Hours

You will be called upon to attend your duties as and when required in shifts, on holidays or Sundays in accordance with the exigencies. In view of your position, it may be required to undertake such work and also undertake tours and travels, as and when necessary. You will be compensated for the same as per the Company rules.

10. Age of Retirement

Your age of retirement will be 60 Yrs.

11. Medical Fitness

This offer and your appointment in the Company is subject to your being found medically fit.

12. Background Verification

This offer and your appointment in the Company is subject to your background verification clearance, which would be carried out by a third party Background Verification Agency.

13. Employee Data

In accordance with the stipulations under IT Act, 2008, Mastek assures the employee that any data or personal information shared by him or her as part of this Offer, will be fully protected and maintained very confidentially. Mastek also declares that it has in place adequate security practices and procedures to prevent any unauthorized usage of such data.

However, Mastek would use employee data provided by employee for various HR related research with agencies so appointed to carry out the work. Mastek will also part with such personal data with prospective clients in India and abroad, on time to time and need basis. Signing this very letter is a legal consent from the employee to share his or her data to second or third party for relevant and lawful usage.

14. Others

- a. Notwithstanding any of the conditions mentioned above, the Company will be entitled to terminate your services at any time, without any notice, in the event of any dishonesty, disobedience, misappropriation, absence from duty without permission or any other act considered detrimental to the interest of the Company, or of violation of one or more terms of this appointment, on your part.
- b. You shall devote yourself fully to the business / interests of the Company and shall not take up any other assignments or work on part-time or any other basis without express permission of the Company.
- c. The Company shall have no liability in the event of any disputes on amounts to be recovered from you by your past employer(s), and you would be solely responsible for settling the same.
- d. The terms of this offer and your appointment shall be governed by and construed in accordance with the Laws of India and shall be under the jurisdiction of Mumbai Courts only.

15. Repayment of training costs

1.1 From time to time [Mastek/ Company/ Employer] requires you to attend trainings relating to your role. These trainings are imparted through various internal and external programs which [Mastek/ Company/ Employer] has invested in to ensure you are adequately skilled and are able to fulfill the obligations of your role. In consideration of this, you agree that if your employment terminates after [Mastek/ Company/ Employer] has incurred liability for the cost of you doing so, you will be liable to repay some or all of the fees, expenses and other costs (the Costs) associated with such training courses in accordance with clause [1.2].

1.2 Except in the circumstances set out in clause 1.3, you shall repay [Mastek/ Company/ Employer] as follows:

- 1.2.1 If your employment is terminated before you attend the training course [Mastek/ Company/ Employer] have already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that we cannot recover from the course provider shall be repaid; or

- 1.2.2 If your employment is terminated during the training course or within 24 months of successfully completing the training course, 100% of the Costs shall be repaid; Thereafter, no repayment shall be required.
- 1.3 You shall not be required to repay any of the Costs under this clause 1 in either of the following circumstances:
- 1.3.1 [Mastek/ Company/ Employer] terminates your employment, except where [Mastek/ Company/ Employer] was entitled to and did terminate your employment owing to non-compliance to [Disciplinary policy]; or
- 1.3.2 You terminate your employment in response to a fundamental breach of your Employment Agreement by [Mastek/ Company/ Employer].
- 1.4 In the event of you committing any breach or violating the terms herein, then you shall, on demand, pay the [Mastek/ Company/ Employer] a sum of Rs. 2,00,000 (Rupees Two Lakh only) towards liquidated damages.
- 1.5 You agree to [Mastek/ Company/ Employer] deducting the sums by way of damages under this clause from your final salary or any outstanding payments due to you.

16. Declarations

It is mandatory that all information provided/declared by you as part of your offer/appointment with the Company, must be true and accurate. In the event of any suppression of facts or falsification of information, your services are liable to be terminated, without any notice.

For Mastek Limited



Maninder Kapoor Puri
Group Chief People Officer

Received & Accepted

Signature

Date

May 17, 2021

To,

Ms. Sela Grace

Fr. Agnel's Fr. C.R. College of Engineering,

Fr. Agnel Ashram, Bandstand, Bandra (W)

Mumbai – 400 050, Maharashtra

Sela,

Subject : Offer of a full time position with Crimson Supply Chain Consulting Pvt. Ltd.

We are pleased to offer you the position of an Analyst with Crimson Supply Chain Consulting Pvt. Ltd. with effect from on or before 05th July 2021, subject to successful completion of final exams. The exact date of joining will be communicated to you closer to June 2021. You would be a full-time employee hired at the Mumbai office. You are being offered a CTC remuneration of Rs. 3.50 Lakhs per annum.

S. No.	Head	Amount in Rs.
1	Annual Salary	INR 2,90,000/-
2	Bonus that the employee is entitled to on completion of one year after joining the company	INR 60,000/-
	TOTAL	INR 3,50,000/-

Please respond to this offer by countersigning this letter and returning it to us. Please feel free to contact us at mumbai@argonandco.com or call on +91 22 2832 2676 in case of any questions.

Sincerely,



Ravikant Parvataneni

CEO – Argon & Co India

I accept the offer from
Argon & Co India

Ms. Sela Grace

Date: 20 / 05 / 2021

Letter of Intent

18 November 2020

**Urvashi Dhingra
Fr Conceicao Rodrigues College of Engineering
Mumbai**

Dear Urvashi Dhingra,

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

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs.3.50 Lac per annum.

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

We will keep you posted with respect to the start of the training program at the Hexaware office in Siruseri, Chennai for your development as a Maverick. Prior to joining Hexaware and commencement of your training program, you are required to join the Early Intervention Program (EIP) to be conducted by Hexavarsity and complete it successfully.

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

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

Yours faithfully,
For **HEXAWARE TECHNOLOGIES LIMITED**

Monica Mathur

Monica Mathur
Vice President, Recruitment-India & APAC



HEXAWARE TECHNOLOGIES LTD.

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

May 17, 2021

To,

Mr. Abhijeet Singh

Fr. Agnel's Fr. C.R. College of Engineering,

Fr. Agnel Ashram, Bandstand, Bandra (W)

Mumbai – 400 050, Maharashtra

Abhijeet,

Subject : Offer of a full time position with Crimson Supply Chain Consulting Pvt. Ltd.

We are pleased to offer you the position of an Analyst with Crimson Supply Chain Consulting Pvt. Ltd. with effect from on or before 05th July 2021, subject to successful completion of final exams. The exact date of joining will be communicated to you closer to June 2021. You would be a full-time employee hired at the Mumbai office. You are being offered a CTC remuneration of Rs. 3.50 Lakhs per annum.

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1	Annual Salary	INR 2,90,000/-
2	Bonus that the employee is entitled to on completion of one year after joining the company	INR 60,000/-
	TOTAL	INR 3,50,000/-

Please respond to this offer by countersigning this letter and returning it to us. Please feel free to contact us at mumbai@argonandco.com or call on +91 22 2832 2676 in case of any questions.

Sincerely,



Ravikant Parvataneni

CEO – Argon & Co India

I accept the offer from
Argon & Co India

Mr. Abhijeet Singh
Date:

May 17, 2021

To,

Mr. Sharvil Khot

Fr. Agnel's Fr. C.R. College of Engineering,

Fr. Agnel Ashram, Bandstand, Bandra (W)

Mumbai – 400 050, Maharashtra

Sharvil,

Subject : Offer of a full time position with Crimson Supply Chain Consulting Pvt. Ltd.

We are pleased to offer you the position of an Analyst with Crimson Supply Chain Consulting Pvt. Ltd. with effect from on or before 05th July 2021, subject to successful completion of final exams. The exact date of joining will be communicated to you closer to June 2021. You would be a full-time employee hired at the Mumbai office. You are being offered a CTC remuneration of Rs. 3.50 Lakhs per annum.

S. No.	Head	Amount in Rs.
1	Annual Salary	INR 2,90,000/-
2	Bonus that the employee is entitled to on completion of one year after joining the company	INR 60,000/-
	TOTAL	INR 3,50,000/-

Please respond to this offer by countersigning this letter and returning it to us. Please feel free to contact us at mumbai@argonandco.com or call on +91 22 2832 2676 in case of any questions.

Sincerely,



Ravikant Parvataneni

CEO – Argon & Co India

I accept the offer from
Argon & Co India

Mr. Sharvil Khot
Date:



Offer: Computer Consultancy
Ref: TCSL/CT20203500310/Mumbai
Date: 19/12/2020

Mr. Abhiram Iyengar
C 702 Kanti Park Sbi Officers Quarters Chikwadi Borivali West,
100m Straight From Shimpoli Telephone Exchange,
Mumbai-400092,
Maharashtra.
Tel# -

Dear Abhiram Iyengar,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

TCS Confidential
TCSL/CT20203500310

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:



1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

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

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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



3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Abhiram Iyengar
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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TCSL/CT20203500310

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203372947/Mumbai
Date: 29/10/2020

Mr. Mario Philip Dsa
106/1b, Priti Apartment, Bhau Nagar, Virar (W),
Viva College,
Mumbai-401303,
Maharashtra.
Tel# 91-9768181296

Dear Mario Philip Dsa,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TCSL/CT20203372947

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Mario Philip Dsa
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203370251/Mumbai
Date: 29/10/2020

Ms. Ariane Jean Ashwin Correa
Ascension, 1st Floor 3 Boran Road (Off Hill Road),
Bandra West,
Mumbai-400050,
Maharashtra.
Tel# 92-9967040482

Dear Ariane Jean Ashwin Correa,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20203370251

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Ariane Jean Ashwin Correa
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203508868/Mumbai
Date: 19/12/2020

Mr. Kaustubh Narendranath Shetty
Jade Gardens, I -1601Bandra East,
Opposite Mig Cricket Club,
Mumbai-400051,
Maharashtra.
Tel# 91-9819042781

Dear Kaustubh Narendranath Shetty,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20203508868

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Kaustubh Narendranath Shetty
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20206839582/Mumbai
Date: 29/10/2020

Mr. Alok Ramlal Yadav
R.No: 35 1/2 Anand Nagar Salt Pan Road Wadala Mumbai:-400037Sp Road,
Wadala(East),
Mumbai-400037,
Maharashtra.
Tel# -

Dear Alok Ramlal Yadav,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/DT20206839582

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Alok Ramlal Yadav
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203388667/Mumbai
Date: 19/12/2020

Ms. Emmima Gnanaraj
555,Loba,Indira NagarGaondevi,
Vakola Santacruz East,
Mumbai-400055,
Maharashtra.
Tel# 91-9323003057

Dear Emmima Gnanaraj,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20203388667

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Emmima Gnanaraj
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20206945658/Mumbai
Date: 19/12/2020

Ms. Cleona Charles Pereira
House Name: Kinara ,House No.-365Nandakhal Road,
Holy Spirit Church Nandakhal,
Mumbai-401301,
Maharashtra.
Tel# 91-8390294506

Dear Cleona Charles Pereira,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/DT20206945658

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Cleona Charles Pereira
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203453107/Mumbai
Date: 29/10/2020

Mr. Dishank Kailash Oza
25, Janak House S.M. Road,
Wadala Bridge,
Mumbai-400037,
Maharashtra.
Tel# 91-9820642176

Dear Dishank Kailash Oza,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20203453107

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Dishank Kailash Oza
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203373368/Mumbai
Date: 29/10/2020

Ms. Leesa Robin Menezes
41Manickpur Chowk,
Near Marsh Rose,
Mumbai-401202,
Maharashtra.
Tel# 91-9923714228

Dear Leesa Robin Menezes,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TCSL/CT20203373368

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCSL/CT20203373368

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile
to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Leesa Robin Menezes
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/DT20207074857/Mumbai
Date: 19/12/2020

Ms. Anjana Singh
Nahar Niketan Ram Mandir Road,
Goregaon(West),,
Mumbai-400104,
Maharashtra.
Tel# -

Dear Anjana Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/DT20207074857

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile
to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Anjana Singh
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203003501/Mumbai
Date: 19/12/2020

Mr. Gaurav Tushar Dashpute
5b/34, TakshilaMahakali Caves Road,
Andheri East,
Mumbai-400093,
Maharastra.
Tel# 91-9869733850

Dear Gaurav Tushar Dashpute,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20203003501

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Gaurav Tushar Dashpute
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy

Ref: TCSL/CT20203368874/Hyderabad

Date: 02/11/2021

Mr. Rajeevkumar Mohanlal Gupta
A/301, Jamuna Baug Sai Baba Nagar, Navghar Road,
Bhayandar (East),
Mumbai-401105,
Maharashtra.
Tel# -

Dear Rajeevkumar Mohanlal Gupta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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TCSL/CT20203368874

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India

Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Deccanpark, No 1 Software Units Layout, Madhapur, Hyderabad 500 081 India

Tel: 91 40 6667 2000 Fax: 91 40 6667 2222 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior



written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to



serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.



18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :



- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.



24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Rajeevkumar Mohanlal Gupta
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Yash Kumar <laryash99@gmail.com>

Fwd: Tata Consultancy Services || Offer Letter

1 message

Rishika K <8281rishika@gmail.com>

29 June 2021 at 18:41

To: laryash99@gmail.com

----- Forwarded message -----

From: **Dharmender Kumar** <dharmender.k2@tcs.com>

Date: Thu, 21 Jan 2021 at 10:34

Subject: Tata Consultancy Services || Offer Letter

To:

Cc: MRINALINI . <mrinalini.5@tcs.com>, Sukanya Sen <sen.sukanya@tcs.com>

Dear Candidate,

Greetings from TCS Campus Hiring Team, Mumbai!

Congratulations for being selected in TCS.

This is to inform you that your Offer letter has been released.

You need to accept the offer letter within 7 days of Offer release on the TCS Nextstep Portal.

Do reach out to us in case of any queries.

Regards

Dharmender Kumar

Talent Acquisition Group

Mumbai Campus Team

Tata Consultancy Services Limited

Yantra Park -(STPI), 2nd Pokharan Road,

Opp HRD Voltas Center, Subash Nagar

Thane - 400601, Maharashtra

Mailto: dharmender.k2@tcs.comWebsite: <http://www.tcs.com>

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Offer: Computer Consultancy
Ref: TCSL/DT20207009938/Mumbai
Date: 19/12/2020

Ms. Sakshi Sanjay Dave
301, Ashutosh Chsl Ram Mandir Road,
, Vazira Naka,
Mumbai-400091,
Maharashtra.
Tel# 91-9869375780

Dear Sakshi Sanjay Dave,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/DT20207009938

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Sakshi Sanjay Dave
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203467179/Mumbai
Date: 19/12/2020

Mr. Sebastian Dominic Dmello
134/4 Manickpur Chowk Vasai (West) PalgharBassein Road,
Manickpur Chowk,
Vasai-401202,
Maharashtra.
Tel# 91-7709360168

Dear Sebastian Dominic Dmello,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TCSL/CT20203467179

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

TCS Confidential

TCSL/CT20203467179

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Sebastian Dominic Dmello
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Ref: TCSL/CT20203371669/1414205/Mumbai

Date: 08 June 2021

MR. SHANTANU SUHAS PARAB

C/112, Sankalp Building, Ujjwal Nandadeep Society Evershine Nagar,
Hotel Landmark, Mumbai,
Maharashtra-400064.
Tel# 917045273972

Sub: Joining Letter

Dear Mr. Shantanu Suhas Parab,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **01st July 2021**, your joining location is **Mumbai**, work location is **Mumbai** and your stream is **CBO**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.

Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.



We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S
Global Head - Talent Development



[Click here](#) or use a QR code scanner from your mobile to validate the joining letter



Offer: Computer Consultancy
Ref: TCSL/CT20192618053/Mumbai
Date: 20/12/2020

Mr. Arnav Agarwal
23 Divakar, Naval Officers Flats, Sassoon Complex,
Colaba,
Mumbai-400005,
Maharashtra.
Tel# -

Dear Arnav Agarwal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20192618053

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.



13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action.



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.



24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Arnav Agarwal
Designation	Assistant System Engineer-Trainee
Institute Name	Fr. Consceicao Rodrigues College Of Engg, Bandra

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Date: April 12, 2021

Mr. Abdullah Kayani Mohammad Jafrulla Khan
B-23, Flat No.104, Jamuna Vaishali CHS, Vaishali Nagar,
Behind MTNL, Jogeshwari (West),
Mumbai – 400102.

Dear Mr. Abdullah,

Sub: Offer Letter

We are pleased to offer you a position as **Trainee** at **Vistaar Systems Private Limited**.

Your training period will be for one year, from the date of commencement of your employment with us.

During this period, you will be entitled to an annual salary of **₹ 3,30,000**, less applicable taxes and deductions. The detailed break-up of your emoluments has been given below:

Basic Salary	₹ 8,250
House Rent Allowance	₹ 4,125
Special Allowance	₹ 13,325
Employer's contribution to Provident Fund	₹ 1,800
Monthly Gross	₹ 27,500
Annual Salary	₹ 3,30,000

Your offer is valid, subject to you clearing all your remaining exams in the first attempt and clearing a valid reference check, which will be initiated by Vistaar, upon your joining.

On completion of your training period, if your performance is found to be satisfactory, then you will be confirmed effective the first date of the next month, following the period of training. Your specific responsibilities, during this period (and later), will be communicated to you from time to time.

During your term of employment with our organization, you will be responsible for such duties as are assigned to you by us. You will work diligently and sincerely for the benefit of our organization and improve its image and credibility to the best of your ability.

There are two annexures attached to this letter.

The first one outlines our terms and conditions of employment. Please refer to this for details on our working hours, termination clause, workplace security and other terms of employment.

The second annexure is our Employee Confidentiality and Assignment Agreement.

The annexures and this letter form the complete set of your offer letter.

Please execute the complete offer letter set and return the signed copies to HR.

Sincerely,


Kannan Narain
Managing Director – India

I Accept

[Signature & Date]

July 16, 2021

Noel John

Sonal Link Residency,
Linking Road, Mithchowky,
Malad(West), Mumbai 400064

Dear Noel,

MNET Partner Technology Services (I) Pvt. Ltd is very pleased to make you an offer of employment to begin work as a "**Business Operations Associate**" on **August 02, 2021**. Your position will carry a compensation package of **INR 3,09,369** inclusive of fixed components and benefits. Your compensation package is unique and exclusive to you and should be treated confidentially and as a non-comparable package with other employees.

This offer expires on **July 20, 2021** (it may self-destruct thereafter ☺) and we request that you join us on **August 02, 2021**.

An Employee Confidentiality and Non-Competition Agreement as well as an Appointment Letter will be provided to you upon acceptance of this offer for review and execution on or before your first day of work.

On or before your joining date we will require you to submit the various documents for our records as mentioned in the list enclosed. Your appointment with MNET Partner Technology Services (I) Pvt. Ltd will come into effect only after you produce all the relevant documents from the attached list of documents. All offers are subject to satisfactory completion of reference checks.

Please feel free to contact **kanika.a@media.net** with any questions and to accept this offer.

Yours Sincerely,

**Neha Asthana****Noel John**

Authorized Signatory

Enclosures:

1. Compensation & Benefits package details
2. List of documents to be submitted

MNET PARTNER TECHNOLOGY SERVICES (INDIA) PRIVATE LIMITED

Regd. Office: B-Wing, 7th Floor, Acme Tech Park-I, Directiplex, Old Nagardas Road, Andheri (E), Mumbai-69

Corporate Office: Acme I-Tech Park, Directiplex, Next to Andheri Subway, Old Nagardas Road, Andheri (E), Mumbai - 69

CIN : U74140MH2011PTC223048 | website: www.media.net | Telephone No.: +91 22 6148 7300

COMPENSATION & BENEFITS PACKAGE

Name: Noel John
Designation: Business Operations Associate

COMPONENTS	₹/MONTH	₹/ANNUM	
Basic	10,200	122,400	Fully Taxable
House Rent Allowance	4,080	48,960	Exempted from tax subject to certain conditions as per the Income Tax Rules
Special Allowance	7,847	94,164	Fully Taxable
Statutory Bonus	583	7,000	Fully Taxable
Provident Fund	1,800	21,600	PF deduction of INR 1800 as employer contribution towards Provident Fund, an equivalent amount will be deducted from your monthly salary in lieu of your contribution towards Provident Fund
Gratuity	490	5,880	Eligibility is as per the Gratuity Act
COMPENSATION (A)	25,000	300,000	
COST TO COMPANY (A+B)		300,000	
Medical Insurance	715	8,580	Sum insured of INR 4,00,000 - covers cashless hospitalization for you and your dependents i.e either spouse & upto 4 children or upto 2 siblings under the age of 21. Optionally you can extend this benefit to include your parents/parent-in laws.
Life Insurance		789	Sum insured 4X the annual gross salary
BENEFIT VALUATION (C)		9,369	
TOTAL PACKAGE (A+B+C)		309,369	

Additional Benefits & Perks: In addition to the above package, you also get some other benefits listed below

- ❖ Free Snacks & Beverages - Fully stocked snack bar with free snacks
- ❖ Subsidized Lunch - Buffet lunch/snacks spread, provided at an employee cost sharing basis
- ❖ Gym - Accessible around the clock for all employees

For MNET Partner Technology Services (I) Pvt. Ltd.,



Neha Asthana

Noel John

Authorized Signatory

MNET PARTNER TECHNOLOGY SERVICES (INDIA) PRIVATE LIMITED

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CIN : U74140MH2011PTC223048 | website: www.media.net | Telephone No.: +91 22 6148 7300

List of Documents

1. Four Passport size color photographs.

2. Proof of Residence:

Permanent (& Temporary if any) Passport/ Driving License/ Aadhar Card or any document stating your current and permanent place of residence.

3. Academic & Professional Certificates:

- a) SSC, HSC passing certificate and mark sheet
- b) Graduation Certificate and all semester mark sheets
- c) Post Graduation Certificates and mark sheets
- d) Any other Professional Course Certificates
- e) Resume

4. Details of Previous Employment

- a) Appointment letter (from all previous employers)
- b) Increment Letter (If applicable)
- c) Work experience certificate (from all previous employers)
- d) Salary certificate/Pay slip of last 3 months salary drawn in previous Company
- e) Bank statement of last 3 months from the previous employer (photocopy required)

5. Submit 2 photocopy of your Pan card & Aadhar Card (Both Mandatory)

6. Form 16/ Salary Certificate/ 16A issued by the relieving company.

7. References: Kindly provide two Professional References along with their contact details and their relation with you. No personal relation references would be accepted.

IMPORTANT: Please remember that you MUST submit the above documents on or before the day of joining. Also please carry the original (as well as 1 photocopy) of all the above mentioned documents for verification.

July 16, 2021

Vivian Serrao

114 BC, Robert Compound,
Koloverly Village, Kalina,
Santacruz East, Mumbai 400098

Dear Vivian,

MNET Partner Technology Services (I) Pvt. Ltd is very pleased to make you an offer of employment to begin work as a **"Business Operations Associate"** on **August 02, 2021**. Your position will carry a compensation package of **INR 3,09,369** inclusive of fixed components and benefits. Your compensation package is unique and exclusive to you and should be treated confidentially and as a non-comparable package with other employees.

This offer expires on **July 20, 2021** (it may self-destruct thereafter ☺) and we request that you join us on **August 02, 2021**.

An Employee Confidentiality and Non-Competition Agreement as well as an Appointment Letter will be provided to you upon acceptance of this offer for review and execution on or before your first day of work.

On or before your joining date we will require you to submit the various documents for our records as mentioned in the list enclosed. Your appointment with MNET Partner Technology Services (I) Pvt. Ltd will come into effect only after you produce all the relevant documents from the attached list of documents. All offers are subject to satisfactory completion of reference checks.

Please feel free to contact **kanika.a@media.net** with any questions and to accept this offer.

Yours Sincerely,

**Neha Asthana****Vivian Serrao**

Authorized Signatory

Enclosures:

1. Compensation & Benefits package details
2. List of documents to be submitted

MNET PARTNER TECHNOLOGY SERVICES (INDIA) PRIVATE LIMITED

Regd. Office: B-Wing, 7th Floor, Acme Tech Park-I, Directiplex, Old Nagardas Road, Andheri (E), Mumbai-69

Corporate Office: Acme I-Tech Park, Directiplex, Next to Andheri Subway, Old Nagardas Road, Andheri (E), Mumbai - 69

CIN : U74140MH2011PTC223048 | website: www.media.net | Telephone No.: +91 22 6148 7300

COMPENSATION & BENEFITS PACKAGE

Name: Vivian Serrao
Designation: Business Operations Associate

COMPONENTS	₹/MONTH	₹/ANNUM	
Basic	10,200	122,400	Fully Taxable
House Rent Allowance	4,080	48,960	Exempted from tax subject to certain conditions as per the Income Tax Rules
Special Allowance	7,847	94,164	Fully Taxable
Statutory Bonus	583	7,000	Fully Taxable
Provident Fund	1,800	21,600	PF deduction of INR 1800 as employer contribution towards Provident Fund, an equivalent amount will be deducted from your monthly salary in lieu of your contribution towards Provident Fund
Gratuity	490	5,880	Eligibility is as per the Gratuity Act
COMPENSATION (A)	25,000	300,000	
COST TO COMPANY (A+B)		300,000	
Medical Insurance	715	8,580	Sum insured of INR 4,00,000 - covers cashless hospitalization for you and your dependents i.e either spouse & upto 4 children or upto 2 siblings under the age of 21. Optionally you can extend this benefit to include your parents/parent-in laws.
Life Insurance		789	Sum insured 4X the annual gross salary
BENEFIT VALUATION (C)		9,369	
TOTAL PACKAGE (A+B+C)		309,369	

Additional Benefits & Perks: In addition to the above package, you also get some other benefits listed below

- ❖ Free Snacks & Beverages - Fully stocked snack bar with free snacks
- ❖ Subsidized Lunch - Buffet lunch/snacks spread, provided at an employee cost sharing basis
- ❖ Gym - Accessible around the clock for all employees

For MNET Partner Technology Services (I) Pvt. Ltd.,



Neha Asthana

Vivian Serrao

Authorized Signatory

MNET PARTNER TECHNOLOGY SERVICES (INDIA) PRIVATE LIMITED

Regd. Office: B-Wing, 7th Floor, Acme Tech Park-I, Directiplex, Old Nagardas Road, Andheri (E), Mumbai-69

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CIN : U74140MH2011PTC223048 | website: www.media.net | Telephone No.: +91 22 6148 7300

List of Documents

1. Four Passport size color photographs.

2. Proof of Residence:

Permanent (& Temporary if any) Passport/ Driving License/ Aadhar Card or any document stating your current and permanent place of residence.

3. Academic & Professional Certificates:

- a) SSC, HSC passing certificate and mark sheet
- b) Graduation Certificate and all semester mark sheets
- c) Post Graduation Certificates and mark sheets
- d) Any other Professional Course Certificates
- e) Resume

4. Details of Previous Employment

- a) Appointment letter (from all previous employers)
- b) Increment Letter (If applicable)
- c) Work experience certificate (from all previous employers)
- d) Salary certificate/Pay slip of last 3 months salary drawn in previous Company
- e) Bank statement of last 3 months from the previous employer (photocopy required)

5. Submit 2 photocopy of your Pan card & Aadhar Card (Both Mandatory)

6. Form 16/ Salary Certificate/ 16A issued by the relieving company.

7. References: Kindly provide two Professional References along with their contact details and their relation with you. No personal relation references would be accepted.

IMPORTANT: Please remember that you MUST submit the above documents on or before the day of joining. Also please carry the original (as well as 1 photocopy) of all the above mentioned documents for verification.

November 1, 2021

Chyankk Kumar

1504, Crimson Tower,
Lokhandwala Township, Kandivali East,
Mumbai-400101

Dear Chyankk,

MNET Partner Technology Services (I) Pvt. Ltd is very pleased to make you an offer of employment to begin work as a "**Business Operations Associate**" on **November 8, 2021**. Your position will carry a compensation package of **INR 3,09,369** inclusive of fixed components and benefits. Your compensation package is unique and exclusive to you and should be treated confidentially and as a non-comparable package with other employees.

This offer expires on **November 3, 2021** (it may self-destruct thereafter ☺) and we request that you join us on **November 8, 2021**.

An Employee Confidentiality and Non-Competition Agreement as well as an Appointment Letter will be provided to you upon acceptance of this offer for review and execution on or before your first day of work.

On or before your joining date we will require you to submit the various documents for our records as mentioned in the list enclosed. Your appointment with MNET Partner Technology Services (I) Pvt. Ltd will come into effect only after you produce all the relevant documents from the attached list of documents. All offers are subject to satisfactory completion of reference checks.

Please feel free to contact **Sarah.fe@media.net** with any questions and to accept this offer.

Yours Sincerely,



Neha Asthana

Authorized Signatory

Chyankk Kumar

Enclosures:

1. Compensation & Benefits package details
2. List of documents to be submitted

MNET PARTNER TECHNOLOGY SERVICES (INDIA) PRIVATE LIMITED

Regd. Office: B-Wing, 7th Floor, Acme Tech Park-I, Directiplex, Old Nagardas Road, Andheri (E), Mumbai-69

Corporate Office: Acme I-Tech Park, Directiplex, Next to Andheri Subway, Old Nagardas Road, Andheri (E), Mumbai - 69

CIN : U74140MH2011PTC223048 | website: www.media.net | Telephone No.: +91 22 6148 7300

COMPENSATION & BENEFITS PACKAGE

Name: Chyankk Kumar
Designation: Business Operations Associate

COMPONENTS	₹/MONTH	₹/ANNUM	
Basic	10,200	1,22,400	Fully Taxable
House Rent Allowance	4,080	48,960	Exempted from tax subject to certain conditions as per the Income Tax Rules
Special Allowance	7,847	94,164	Fully Taxable
Statutory Bonus	583	7,000	Fully Taxable
Provident Fund	1,800	21,600	PF deduction of INR 1800 as employer contribution towards Provident Fund, an equivalent amount will be deducted from your monthly salary in lieu of your contribution towards Provident Fund
Gratuity	490	5,880	Eligibility is as per the Gratuity Act
COMPENSATION (A)	25,000	3,00,000	
COST TO COMPANY (A)		3,00,000	
Medical Insurance	715	8,580	Sum insured of INR 4,00,000 - covers cashless hospitalization for you and your dependents i.e either spouse & up to 4 children or up to 2 siblings under the age of 21. Optionally you can extend this benefit to include your parents/parent-in laws.
Life Insurance		789	Sum insured 4X the annual gross salary
BENEFIT VALUATION (B)		9,369	
TOTAL PACKAGE (A+B)		3,09,369	

Additional Benefits & Perks: In addition to the above package, you also get some other benefits listed below

- ❖ Free Snacks & Beverages - Fully stocked snack bar with free snacks
- ❖ Subsidized Lunch - Buffet lunch/snacks spread, provided at an employee cost sharing basis
- ❖ Gym - Accessible around the clock for all employees

For MNET Partner Technology Services (I) Pvt. Ltd.,



Neha Asthana

Authorized Signatory

Chyankk Kumar

MNET PARTNER TECHNOLOGY SERVICES (INDIA) PRIVATE LIMITED

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CIN : U74140MH2011PTC223048 | website: www.media.net | Telephone No.: +91 22 6148 7300

List of Documents

1. Four Passport size color photographs.

2. Proof of Residence:

Permanent (& Temporary if any) Passport/ Driving License/ Aadhar Card or any document stating your current and permanent place of residence.

3. Academic & Professional Certificates:

- a) SSC, HSC passing certificate and mark sheet
- b) Graduation Certificate and all semester mark sheets
- c) Post Graduation Certificates and mark sheets
- d) Any other Professional Course Certificates
- e) Resume

4. Details of Previous Employment

- a) Appointment letter (from all previous employers)
- b) Increment Letter (If applicable)
- c) Work experience certificate (from all previous employers)
- d) Salary certificate/Pay slip of last 3 months salary drawn in previous Company
- e) Bank statement of last 3 months from the previous employer (photocopy required)

5. Submit 2 photocopy of your Pan card & Aadhar Card (Both Mandatory)

6. Form 16/ Salary Certificate/ 16A issued by the relieving company.

7. References: Kindly provide two Professional References along with their contact details and their relation with you. No personal relation references would be accepted.

IMPORTANT: Please remember that you MUST submit the above documents on or before the day of joining. Also please carry the original (as well as 1 photocopy) of all the above mentioned documents for verification.



Date: 24th June 2021

To
Prof. Mahesh Sharma
Training & Placement Division
FCREC, Bandra, Maharashtra

Dear Mahesh

Sub: Intimation of Campus Selection

Further to the Campus selection at your institute, we are pleased to inform that **1 (One)** student has been selected by Tata Power. Details of students selected/waitlisted are given in Annexure 'A'.

This offer is subject to the student clearing the qualifying examination with a **First Class (60%)** and being certified medically fit by our Chief Medical Officer. The selected candidates would be informed regarding the medical examination in due course of time. Detailed appointment letter will be sent separately.

We would request you to please confirm the acceptance of the offer by the above students in order to enable us to make necessary arrangements at our end.

Thanking you,

Yours faithfully,

For Tata Power Company Limited

A handwritten signature in blue ink, appearing to read 'Manial Desai'.

Manial Desai

Head - Campus & Cadre Management (Tata Power)

TATA POWER

The Tata Power Company Limited

Corporate Center 34 Sant Tukaram Road Carnac Bunder Mumbai 400 009

Corporate Human Resources Tel 91 22 6717 1403

Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001

CIN:L28920MH1919PLC000567 Website : www.tatapower.com Email: tatapower@tatapower.com



ANNEXURE 'A'

LIST OF STUDENTS (FCREC, Bandra)

Sr. No	Candidate ID	Name of the student	Course	Job Role	Result
1	TATA/16115619 43214	Karen Felix Machado	B.Tech (Computer Science/IT)	Graduate Engineer Trainee-Computer Science/IT	SELECTED

Manial Desa

Head - Campus & Cadre Management (Tata Power)

TATA POWER

The Tata Power Company Limited

Corporate Center 34 Sant Tukaram Road Carnac Bunder Mumbai 400 009

Corporate Human Resources Tel 91 22 6717 1403

Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001

CIN:L28920MH1919PLC000567 Website : www.tatapower.com Email: tatapower@tatapower.com



Offer Letter

Name: Aniket Gorakh Masalkhamb

Date: Thursday, July 8, 2021

Dear Mr. **Aniket Gorakh Masalkhamb**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, July 13, 2021**. Your work location would be **Mumbai / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

3. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over above the 1.5 months) as mentioned in Clause 2. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

4. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

5. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

6. Department, Designation & Reporting Manager:

Department:	Business Development (51000000)
Designation:	Business Development Trainee - Sales
Reporting Manager:	Aishvary . (TNL201611035)
Role Location:	Mumbai / Bangalore
Sales Circle Location:	Mumbai
BDT Training Location	Byjus - Bangalore

The training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

7. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

8. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

10. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

12. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 2* days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

*(*In case, where this agreement is extended, as per Clause 3 of this agreement, need to be read as 3 days, with no change to terms and conditions of Clause 12.)*

13. Termination: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

14. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep

confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.

g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment.

Any modification of this letter will be effective only if it is in writing, signed by both parties.

j. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

Think & Learn Pvt. Ltd.

Accept Job Offer by signing below

Human Resource

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: Prashant Singh Rawat

Date: Tuesday, July 13, 2021

Dear Mr. **Prashant Singh Rawat**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, July 20, 2021**. Your work location would be **Mumbai / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

3. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over above the 1.5 months) as mentioned in Clause 2. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

4. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

5. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

6. Department, Designation & Reporting Manager:

Department:	Business Development (51000000)
Designation:	Business Development Trainee - Sales
Reporting Manager:	Aishvary . (TNL201611035)
Role Location:	Mumbai / Bangalore
Sales Circle Location:	Mumbai
BDT Training Location	Byjus - Bangalore

The training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

7. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

8. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

10. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

12. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 2* days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

*(*In case, where this agreement is extended, as per Clause 3 of this agreement, need to be read as 3 days, with no change to terms and conditions of Clause 12.)*

13. Termination: Subject to Clause 2, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

14. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep

confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.

g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment.

Any modification of this letter will be effective only if it is in writing, signed by both parties.

j. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

Think & Learn Pvt. Ltd.

Accept Job Offer by signing below

Human Resource

Signature:

This is system generated offer letter and does not require authorized signature.



Jayen Modi Fr. CRCE <jayen.modi@fragnel.edu.in>

Fwd: Offer from C2L Biz Solutions !

1 message

Manali More <manali.more2106@gmail.com>
To: jayen.modi@fragnel.edu.in

10 June 2021 at 22:38

----- Forwarded message -----

From: **Sanket Deo** <sanket.deo@c2lbiz.com>
Date: Tue, May 18, 2021 at 3:34 PM
Subject: Offer from C2L Biz Solutions !
To: manali.more2106@gmail.com <manali.more2106@gmail.com>
Cc: TPO - Fr. CRCE, Bandra <tpo@fragnel.edu.in>

Dear Manali,

Thank you for your interest in **C2L BIZ Solutions !**

Glad you could make time to discuss your profile, the opportunity and other details.

We are pleased to inform your selection as **Trainee Software Developer at Mumbai** location.Please find enclosed our best offer to you. Please send an email confirmation of the offer acceptance by **19th May 2021 – 11 AM.**

Let me know if you have any queries / issues to be addressed

Regards

Sanket Deo

Asst. Manager : Talent Acquisition

Mobile : 72089 89788

Mail : sanket.deo@c2lbiz.com**C2L BIZ Solutions Pvt. Ltd.**Unit No. 119, 1st Floor, 'B' Wing, Solaris-1, [Saki-Vihar Road, Andheri East, Mumbai 400072, India](#)www.c2lbiz.com



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Manali More -PDF.pdf

28K



Jayen Modi Fr. CRCE <jayen.modi@fragnel.edu.in>

Fwd: Offer from C2L Biz Solutions !

1 message

omkar shirsat <omkar.s.shirsat@gmail.com>
To: jayen.modi@fragnel.edu.in

10 June 2021 at 22:41

----- Forwarded message -----

From: **Sanket Deo** <sanket.deo@c2lbiz.com>
Date: Tue, May 18, 2021 at 3:34 PM
Subject: Offer from C2L Biz Solutions !
To: omkar.s.shirsat@gmail.com <omkar.s.shirsat@gmail.com>
Cc: TPO - Fr. CRCE, Bandra <tpo@fragnel.edu.in>

Dear Omkar,

Thank you for your interest in **C2L BIZ Solutions !**

Glad you could make time to discuss your profile, the opportunity and other details.

We are pleased to inform your selection as **Trainee Software Developer at Mumbai** location.Please find enclosed our best offer to you. Please send an email confirmation of the offer acceptance by **19th May 2021 – 11 AM.**

Let me know if you have any queries / issues to be addressed

Regards

Sanket Deo

Asst. Manager : Talent Acquisition

Mobile : 72089 89788

Mail : sanket.deo@c2lbiz.com**C2L BIZ Solutions Pvt. Ltd.**Unit No. 119, 1st Floor, 'B' Wing, Solaris-1, [Saki-Vihar Road, Andheri East, Mumbai 400072, India](#)www.c2lbiz.com



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Omkar Shirsat-PDF.pdf

28K

Appointment Letter

Date : 20/07/2021.

To,

Mr. Allen Xavier

Subject : Appointment Letter

Dear Mr. Allen,

We are pleased to appoint you as the Junior – Developer at Calibit Systems Pvt. Ltd. You will be on the Probation Period for first six months from the date of joining. Your job profile will be given to you through a separate document at the time of joining.

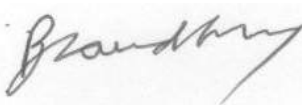
You are intended to commence your Services at earliest.

Your Monthly Salary will be Rs 25,000/- . There will be deduction of Professional Tax and TDS, if any as per the Govt. norms. You will be eligible for the Casual and Sick Leaves after completion of your probation period.

During the employment period, either party can terminate the agreement by giving 1-month notice.

We welcome you to “CALIBIT”

For **Calibit Systems Pvt. Ltd.**



Rahul Chaudhary

Director

Calibit Systems Private Limited

1st Floor, Sainik, Opp. JW Marriott, 47, Shivaji Housing, Senapati Bapat Road, Pune - 411016

www.calibitsystems.com

HRD/3T/1002350684/21-22

October 18, 2021

Mr. Prathamesh Tanaji Ghadge

A-202 Rutuja Apt. Prabhu Ali Opp. Mulcipal Garden Parnaka Vasai(W.)-401201

A-202 Rutuja Apt. Prabhu Ali Opp. Mulcipal Garden Parnaka Vasai(W.)-401201

Vasai-401195

India

Ph: +91-9049233739

Dear Prathamesh,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO

EVP and Head Human Resources - Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

HRD/1002350684/21-22

October 18, 2021

Mr. Prathamesh Tanaji Ghadge
A-202 Rutuja Apt. Prabhu Ali Opp. Mulcipal Garden Parnaka Vasai(W.)-401201
A-202 Rutuja Apt. Prabhu Ali Opp. Mulcipal Garden Parnaka Vasai(W.)-401201
Vasai-401195
India

Ph: +91-9049233739

Dear Prathamesh,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **08-Nov-2021**.

Location

Your location of training is **MYSORE, India** . The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."*

Training

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.

Probation and Confirmation

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

Compensation and Benefits

Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

Training Performance - linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250** .

The details of the Scheme would be available to you when you join the Company.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20____

Sign your name

Print your full Name Location

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

ANNEXURE - I

(Compensation during the Training)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. Prathamesh Tanaji Ghadge			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

ANNEXURE - II

(Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR per month)	
NAME	Mr. Prathamesh Tanaji Ghadge
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
1. MONTHLY COMPONENTS	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
MONTHLY GROSS SALARY	22,328

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000

4. INCENTIVE COMPONENTS	At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)	1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)	26,250		
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)	27,500		
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)	30,000		

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



Jayen Modi Fr. CRCE <jayen.modi@fragnel.edu.in>

Fwd: Congratulations!! Your offer letter from Ixsight

2 messages

TPO - Fr. CRCE, Bandra <tpo@fragnel.edu.in>
To: "Jayen Modi Fr. CRCE" <jayen.Modi@fragnel.edu.in>

6 July 2021 at 19:09

----- Forwarded message -----

6th July, 2021

To

Mr. Maitreya Shelke

Student of Fr. C Rodrigues College of Engineering

Mobile: 9930893771

Email: 8463maitreya@gmail.com

Dear Maitreya Shelke

With reference to your online selection test and the interview we had, Ixsight Technologies Pvt. Ltd. is pleased to make you an offer of employment as a "Jr. Support & UAT Executive" on the following terms and conditions:

Your CTC will be Rs. 3.00 lakhs per annum (Rupees Three lakhs only per annum).

1. Your appointment letter, other terms and conditions of employment, including declarations regarding IPR ownership, confidentiality, non-disclosure, etc would be signed by you on your date of joining. You are requested to confirm to us your acceptance of the offer by return email together with the joining date which should be no later than 1st August, 2021.

2. While joining you are requested to submit self-attested copies of the following documents

- Residential Proof of Permanent and Local address if different (Landline Telephone/current Electricity Bill/Rent or Ownership Agreement/Aadhar Card)
- ID proof (PAN Card and Aadhar Card)
- Educational Certificates
- Two references other than relatives and friends
- Two latest passport size e-photographs

On receipt of the above mentioned documents and completion of your HR verification by our external agency, you will receive your appointment letter after you have formally joined work.

Kindly confirm your acceptance of all the above by returning a signed of this offer letter or on email, no later than 7th June, 2021.

Regards and best wishes,

For Ixsight Technologies Pvt. Ltd.
(Authorised Signatory)

--

Regards
Savita Modak
COO & Co-founder

Ixsight Technologies Pvt Ltd
| +91 20 40149934

--

Greetings from Fr. Agnel's C.R. College of Engineering, Bandra.

Mahesh Sharma

Fr. Agnel's C.Rodrigues College of Engineering,
Fr. Agnel Ashram, Bandstand, Bandra(W), Mumbai -400050
L : +91-22-67114102 | M : 9969813735 | mail: tpo@fragnel.edu.in | www.fragnel.edu.in



Shloka Koli <shlokask48@gmail.com>
To: jayen.modi@fragnel.edu.in

6 July 2021 at 19:15

(Maitreya Shelke Offer letter)

----- Forwarded message -----

From: **Maitreya Shelke** <8463maitreya@gmail.com>
Date: Tue, 6 Jul 2021, 7:14 pm
Subject: Fwd: Congratulations!! Your offer letter from Ixsight
To: <shlokask48@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

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Regards
Savita Modak
COO & Co-founder

Ixsight Technologies Pvt Ltd
| +91 20 40149934 | Cell: +91 90110 74466 |
| savita.modak@ixsight.com | visit us: www.ixsight.com



Jayen Modi Fr. CRCE <jayen.modi@fragnel.edu.in>

Fwd: Offer letter from Ixsight

2 messages

Shloka Koli <shlokask48@gmail.com>
To: jayen.modi@fragnel.edu.in

6 July 2021 at 19:07

----- Forwarded message -----

From: **Savita Modak** <savita.modak@ixsight.com>
Date: Tue, 6 Jul 2021, 6:42 pm
Subject: Offer letter from Ixsight
To: <shlokask48@gmail.com>
Cc: <crce.8455.elec@gmail.com>, <tpo@fragnel.edu.in>, manjushri.patake@ixsight.com
<manjushri.patake@ixsight.com>

6th July, 2021

To

Ms. Shloka Koli

Student of Fr. C Rodrigues College of Engineering

Mobile: 9987354814

Email: shlokask48@gmail.com

Dear Shloka Koli

With reference to your online selection test and the interview we had, Ixsight Technologies Pvt. Ltd. is pleased to make you an offer of employment as a "Jr. Support & UAT Executive" on the following terms and conditions:

Your CTC will be Rs. 3.00 lakhs per annum (Rupees Three lakhs only per annum).

1. Your appointment letter, other terms and conditions of employment, including declarations regarding IPR ownership, confidentiality, non-disclosure, etc would be signed by you on your date of joining. You are requested to confirm to us your acceptance of the offer by return email together with the joining date which should be no later than 1st August, 2021.
2. While joining you are requested to submit self-attested copies of the following documents

- Residential Proof of Permanent and Local address if different (Landline Telephone/current Electricity Bill/Rent or Ownership Agreement/Aadhar Card)
- ID proof (PAN Card and Aadhar Card)
- Educational Certificates
- Two references other than relatives and friends
- Two latest passport size e-photographs

On receipt of the above mentioned documents and completion of your HR verification by our external agency, you will receive your appointment letter after you have formally joined work.

Kindly confirm your acceptance of all the above by returning a signed of this offer letter or on email, no later than 7th June, 2021.

Regards and best wishes,

For Ixsight Technologies Pvt. Ltd.
(Authorised Signatory)

--

Regards
Savita Modak
COO & Co-founder

Ixsight Technologies Pvt Ltd
| +91 20 40149934 | Cell: +91 90110 74466 |
| savita.modak@ixsight.com | visit us: www.ixsight.com

TPO - Fr. CRCE, Bandra <tpo@fragnel.edu.in>
To: "Jayen Modi Fr. CRCE" <jayen.Modi@fragnel.edu.in>

6 July 2021 at 19:10

[Quoted text hidden]

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Greetings from Fr. Agnel's C.R. College of Engineering, Bandra.

Mahesh Sharma

Fr. Agnel's C.Rodrigues College of Engineering,
Fr. Agnel Ashram, Bandstand, Bandra(W), Mumbai -400050
L : +91-22-67114102 | M : 9969813735 | mail: tpo@fragnel.edu.in | www.fragnel.edu.in





17th June 2021

Omkar Sabaji Shirsat

B/306, Jai Dwarka CHS LTD.

New Ayre Road, Near Guru Datta Park,

Tilaknagar, Dombivli East, Thane 421 201.

Dear **Omkar**,

Further to our meetings and discussions, we are pleased to confirm Sportz Interactive's intent to offer and provide you with a full-time role with our Mumbai Team. We would like you to join us on or before **21st June 2021** as a **Junior Associate - Development (AI/ML)**.

As agreed, your Gross Annual CTC will be as mentioned below –

- **₹ 3,00,000/- (Rupees Three Lakhs Only)** payable in equal monthly instalments (gross monthly salary) effective your date of joining.
- **₹ 15,000/- (Rupees Fifteen Thousand Only)** as a guaranteed bonus payable by the month of **June 2022** (this date will be one year from the DOJ). The bonus is applicable subject to you not serving a termination notice on the company during this period.

Some key standard HR policies or specific terms that will apply to you are as follows:

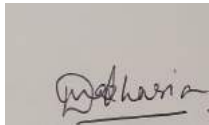
- Salary and other employment-related details must be kept strictly confidential.
- Your probation will be for a period of three (3) months unless extended for a further period.
- During probation, you may resign from the services of the company by providing one (1) month's written notice. If the company decides to terminate any employee for any reason, then the notice period will be decided solely by the company.
- Upon confirmation, you may resign from the services of the company by providing three (3) months' written notice.
- This offer letter is provisional subject to your joining date, successful completion of background verification and

acceptance of the terms and conditions of employment listed above.

- You may also be required to sign documents detailing your code of conduct in relation to general guidelines and policies expected due to your employment. The general policies are subject to change based on periodic reviews as per business requirements.
- It is clearly understood by **Omkar Sabaji Shirsat**, that failure to report on work on or before schedule dated i.e. **21st June 2021** and to provide necessary notice period as per 1.3 (a) clause of the Agreement shall amount to breach of trust and the Company shall proceed to take appropriate legal measures and penalty will be imposed at the sole discretion of the company.

Kindly return the duplicate copy of this letter signed in acceptance of this offer. This offer letter may also serve as your appointment letter when you join the Company. On behalf of the Management and the entire team, we wish you the very best and look forward to your innings with Sportz Interactive.

Sincerely, For N. A. SPORTZ INTERACTIVE PVT. LTD.



Disha Vakharia
Manager – Human Resources

(Accepted & Confirmed)

Date: 17th June 2021

I accept the above offer on the terms indicated. Further, I also confirm that I have read and understood the AGREEMENT ON PROFESSIONAL CONDUCT, CONFIDENTIALITY, NON-DISCLOSURE & NON-COMPETE which is attached to this offer letter and hereby assure that I will abide by all the conditions mentioned.



AGREEMENT ON PROFESSIONAL CONDUCT, CONFIDENTIALITY, NON-DISCLOSURE & NON COMPETE

THIS AGREEMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT YOU ARE REQUIRED TO OBSERVE AS A “PLAYER” (REFERRED TO AS ‘EMPLOYEE’ THROUGH THE REST OF THIS DOCUMENT) EXPOSED TO HIGHLY SENSITIVE AND STRATEGIC INFORMATION AND PROCESSES WHILE WORKING AT N.A. SPORTZ INTERACTIVE (P) LIMITED.

This Agreement is made on the 17th day of June 2021.

BETWEEN

The Company - N. A. SPORTZ INTERACTIVE PRIVATE LIMITED (here in after known as “**Company**”) whose principal office is located at F-1201-F1202, 12th Floor, Lotus Corporate Park, Western Express Highway, Goregaon East, Mumbai – 400 063. INDIA

AND

The Player – Omkar Sabaji Shirsat (here in after known as “**Employee**”) employed by **N. A. SPORTZ INTERACTIVE PRIVATE LIMITED** whose permanent residence is located at B/306, Jai Dwarka CHS LTD, New Ayre Road, Near Guru Datta Park, Tilaknagar, Dombivli East, Thane 421 201 INDIA.

SECTION 1

EXCLUSIVITY AND SCOPE OF EMPLOYMENT

1.1.EMPLOYMENT BY EMPLOYER AS SOLE OCCUPATION.

Subject only to the exceptions provided in this Agreement, you agree to devote your full business time, attention, skill, and effort exclusively to the performance of the duties that the Employer may assign you from time to time. You may not engage in any business activities or render any services of a business, commercial, or professional nature for compensation for the benefit of anyone other than Employer, unless Employer has given its consent in writing in advance. It is the policy of Employer never to allow its personnel to work for any competitive enterprise during their employment, including after hours, on weekends, or during vacation time, even if only organizational assistance or limited consultation is involved. This Agreement does not prohibit the investment of a reasonable part of your assets in the stock of a company whose stock is traded on a national stock exchange.

1.2.DATE OF JOINING AND POSITION.

Further to our discussions, we would like you to join us on **21st June 2021** as a **Junior Associate - Development (AI/ML)**.

1.3.TERM OF EMPLOYMENT.

(a) This Agreement may be terminated by either party upon three (3) months' written notice to the other party

(b) It is clearly understood by **Omkar Sabaji Shirsat**, that failure to provide necessary notice period as per 1.3 (a) clause of the agreement shall amount to breach of trust and the Company shall proceed to take appropriate legal measures and penalty will be imposed at the sole discretion of the company.

Signed and accepted by Omkar Sabaji Shirsat:

_____ (Date: 17th June 2021)

SECTION 2

OWNERSHIP OF WORK AND PROPERTY

2.1. OWNERSHIP OF WORK PRODUCT.

For purposes hereof, "Work Product" shall mean all intellectual property rights, including, but not limited to, all trade secrets, copyrights, trademarks, patents, patentable inventions, discoveries and improvements as well as any other material, product or content in the form of: **data, graphics, text, photos, articles, audio, video, designs, animations, programming codes, scripts, applications, web pages, WAP pages, documentation, software, proposals, presentations, research material and findings, Infographics, commentary, social media posts, analytics, analysis, reports** and any other materials that relate to the business and interests of Company and that Employee conceives, develops, executes, performs or helps build for or on behalf of Company at any time during his term of employment. As per this Agreement, Employee acknowledges and agrees that the Work Product shall always remain the property of the Company and its successor(s) and assign(s), and he shall have no right to claim any ownership whatsoever in this regard. Furthermore, as determined to be necessary or desirable by the Company, Employee agrees to effectuate the assignment to Company and/or its designee and/or to assist Company to obtain the exclusive and absolute rights, title and interests in and to all Work Product, whether by the registration of patent, trade mark, trade secret and/or any other applicable legal protection, and to protect same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection, or Work Product. Employee also agree to bring to the Company's attention any misconduct by individuals / entities related to intellectual property or Work Product owned by the Company. Employee further agrees that he shall not retain for himself, nor pass on to any other third party, any source codes, documentation, files, notes, any proprietary material in any form, or any other Work Product.

2.2. RETURN OF PROPERTY AND MATERIAL.

Upon the request of Company and, in any event, upon the termination of employment, Employee must return to Company and leave at its disposal all notes, records, files, graphics, presentations, proposals, computer programs, source codes and scripts, documentation, disks, laptops, data cards, CDs, DVDs, books, tapes, equipment, access cards and other documents, media or material pertaining to the business of Company or your specific duties for Company, including all copies of such materials. Employee must also return to Company and leave at its disposal all materials involving any Trade Secrets of Company. This Section is intended to apply to all materials made or compiled by Employee, as well as to all materials furnished to Employee by anyone else in connection with your employment. Employee must also return to Company all other Company property, such as tablets, mobile phones, motor vehicles, etc., and shall be responsible for all damage to any such Company property.

Signed and accepted by Omkar Sabaji Shirsat:

_____ (Date: 17th June 2021)

SECTION 3

CONFIDENTIALITY

3.1. GUARANTEE OF CONFIDENTIALITY.

The undersigned employee hereby agrees and acknowledges:

That during the course of Employee's employment by the Company, he may be privy to certain trade secrets and processes relating to the Company and/or its affiliated entities consisting but not limited to: technical information, passwords, methods, processes, formulae, compositions, systems, techniques, inventions, machines, servers, computer programs, content, data, technical codes, programs, scripts, databases, research, business information, customer lists, pricing data, sources of supply, financial data, contact information, marketing material, business plans and several such information including such material owned or provided for by a client, customer, potential customer, alliance, partner or supplier (collectively, the "Confidential Information").

Employee agrees NOT to, at any time during or after the termination of his employment with the Company, disclose or divulge any such Confidential Information to any individual or third party that is not authorised by the Company to receive such Confidential Information.

Employee further agrees that he shall not retain or pass on to himself or any other third party any notes, product source codes, documentation, files or any confidential material in any form.

The Company may notify any future or prospective company or third party of the existence of this agreement, and shall be entitled to full injunctive relief, and any other legal remedies available for any breach.

This agreement shall be binding upon the Employee and his personal representatives and successors in interest and shall inure to the benefit of the Company and its affiliated entities, as well as their successors and assigns.

Signed and accepted by Omkar Sabaji Shirsat:

_____ (Date: 17th June 2021)

SECTION 4

NON-COMPETE & PROTECTION OF BUSINESS INTEREST

4.1. NON-COMPETE AGREEMENT.

Employee hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns **during the period of employment and for a period of two years following termination of employment**, notwithstanding the cause or reason for termination.

Employee shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of Company or such other business activity in which Company may substantially engage during the term of employment. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives. Further, the Company may notify any third party of the existence of this agreement, and shall be entitled to full injunctive relief, and any other legal remedies available for any breach.

For the purpose of definition, clarity and expectations, the Company's key business activities to which the non-compete clause is applicable include, but are not limited to:

- a) Sports data & content creation / production (including but not limited to text, data, scores, statistics, analytics, editorial, commentary, graphics, animations, photos, audio and video).
- b) Development of sports products and applications that use technology in any form or platform to enhance the sports fan's experience.
- c) Creation of sports portals / sports websites / sports apps for internet, mobile and new media.
- d) Consulting / Strategy / Development / Management of digital marketing initiatives including but not limited to social media platforms, microsites and apps for brands, entities and organisations heavily involved with sport.

4.2. NON-INTERFERENCE WITH PERSONNEL RELATIONS.

During the Employee's employment with Company and for a period of two (2) years afterwards, he will not knowingly solicit, entice or persuade any other employees of Company to leave the services of Company for any reason whatsoever.

4.3. NONSOLICITATION WITH COMPANY'S CUSTOMERS

During the Employee's term of employment with Company and for a period of one (1) year afterwards, he will not solicit, offer or accept any business, service, partnership or employment from any individual / company or third party that was an active customer, alliance or partner of the Company. Furthermore, the Employee will not seek any business / service / employment with any actively sought prospective customer, business or alliance with which he or she had material contact during his employment with the Company.

Signed and accepted by Omkar Sabaji Shirsat:

_____ (Date: 17th June 2021)

COMPANY'S NOTES ON SECTION 4

The Company would like to clarify that Clauses 4.1, 4.2 and 4.3 are not intended to tie down the Employee's ability to seek fair future employment. However, both parties agree that the clauses are essential to protect the Company's business interest.

In specific cases, the employee may seek a NO OBJECTION CERTIFICATE (NOC) by providing a request in writing marked to the Board of Directors of the company. The Company shall be fair in analysing each case and responding within two weeks of receiving such requests.

Signed and accepted by Omkar Sabaji Shirsat:

_____ (Date: 17th June 2021)

SECTION 5

ETHICS & PROFESSIONAL CONDUCT

Please read carefully and agree to all of the following:

1. That Employee will NOT misuse the business premises or any **property, vehicles, equipment, systems, internet or wireless connectivity, communication devices, media, storage, servers, software, hardware or stationery** owned / leased / facilitated by the Company for anything that is:
 - a. Not authorised by the Company
 - b. Unlawful or criminal in nature
 - c. Hurtful towards the sentiments of other people, especially other employees
 - d. Religious or communal in nature
 - e. Sexually or morally offensive in nature
 - f. Sadistic in nature
2. That Employee will always act in the interest of the Company's business, customers and other employees at large and never knowingly perform any act to cause harm or damage to them.
3. That Employee will not offer, accept or receive bribes or gifts from any supplier / customer / fellow employee that might be considered unethical in nature.
4. That Employee will not demand favours of any kind from any person, groups or customers that you have come in contact with as a result of your employment with the Company.
5. That Employee will not cause any damage to office equipment or other Company property.
6. That Employee will not attempt to hack, access, run, modify, move, copy, email, transfer or delete files, folders, databases, content, software, source codes, graphics, data or any other material owned by the Company without adequate authorisation.

7. That Employee will pay heed and follow the rules, regulations and guidelines set out by the Company in the best interest of all concerned.
8. That Employee will NOT be under the influence of substance abuse (drug abuse) or alcohol during working hours or while representing the company in the office premises or outside premises or operating any equipment or machinery.

Signed and accepted by Omkar Sabaji Shirsat:

_____ (Date: 17th June 2021)

This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to the subject matter hereof. Any exceptions or declarations to the contrary may be made by either party in Addendum 1 and attached to this agreement. The general policies are subject to change based on periodic reviews as per business requirements.

In mutual trust and good faith

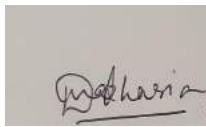
I, **Omkar Sabaji Shirsat**, – have read through the agreement and accept all of the above of my own free will.

Sign :

Date : 17th June 2021

AGREED AND ACCEPTED BY FOR AND BEHALF OF THE EMPLOYER - **N. A. SPORTZ INTERACTIVE PRIVATE LIMITED**

Sign :

A rectangular box containing a handwritten signature in dark ink. The signature appears to be 'Disha Vakharia' written in a cursive style.

Name : Disha Vakharia

Title : Manager – Human Resources

Date : 17th June 2021

Date: - 21st July 2021

To,
Mr. Saurabh Dangle
Jadhav Chawl, Sahadip Colony,
P L Lokhande Marg, Chembur,
Tilak Nagar, Mumbai - 400089
Mobile No. 9769100746
Email - sdangle19@gmail.com

Subject: Appointment Letter for the post of "Trainee - Marketing"

Dear **Mr. Saurabh Dangle**,

We are pleased to appoint you the position as "**Trainee - Marketing**" in SN Mercantile India Private Limited, bearing reference to your application & the interview that you had with us.

Your Salary & Terms of our offer as agreed by you are as given below:

1. SALARY:

You will draw monthly emoluments as under:

Basic Salary	: Rs 15,000/- per month
House Rent Allowance	: Rs 7,000/- per month
Conveyance	: Rs 1,500/- per month
Bonus	: Rs 1,500/- per month
<hr/>	
TOTAL	: Rs 25,000/- per month

- Provident Fund, Professional Tax and any other taxes will deducted as per Government rules and regulation.

2. CONVEYANCE & OTHER ALLOWANCE

- Rs. 1,000/- per month towards conveyance / Local pass (Season ticket)
- Rs. 300/- per month Reimbursement of Mobile expenses
- You will also be entitled to travelling expenses as per company rules.

3. REPORTING

You will report to Mr. Sanjay Vasudeo, Mr. Nitin Madankar & Ms. Priyanka Vasudeo at our Worli Office & your office timing will be 9.30 AM to 6.00 PM. Your reporting is effective from 26th July 2021.



SN MERCANTILE (INDIA) PVT. LTD.

CORPORATE OFFICE : 5, Sumer Kendra, P. B. Marg, Behind Mahindra Tower, Worli Mumbai - 400 018.

Tel. : +91 (022) 24908888 • E-mail : svasudeo@gmail.com

Website : www.snmindia.in **GST NO. :** 27AAKCS1800P1Z1 • **CIN :** U52110MH2006PTC160446

4. PROBATION OR CONTRACT PERIOD

As the company's normal practice, an employee has to be on probation or contract for two years from the date of joining. On successful completion of probation or contract period, it is the discretion of the management either to confirm your services or extend your probationary or contract period based on your performance. We will review your performance in the 3rd and 6th month and necessary feedback will be given to you. Management decision is final decision.

During probation period you are not entitled for any leave except Sunday and public holidays as applicable

5. CERTIFICATES

You are required to bring the following certificates and documents in original when you report for duty:

- Documentary evidence in proof of your date of birth
- Documentary evidence in proof of your educational and other/ professional Qualifications.
- Documentary evidence in proof of your previous experience.
- Documentary evidence in proof of Permanent Address.

6. RESPONSIBILITIES

You are expected to discharge your duties and responsibilities as decided by the Directors from time to time in the best possible manner and perform in an atmosphere of cordiality.

You will be responsible to market SNM & FCEIPL products in the area / region are marked for you, given separately by Mr. Sanjay Vasudeo, Mr. Nitin Madankar & Ms. Priyanka Vasudeo.

- Your other responsibilities are:-
 - i. Plan & execute the sale of machines as per the target based on the budget
 - ii. Execute all machines and spare parts orders.
 - iii. To arrange and collect all payments, draw a collection plan every month for equipment's & spare parts.
 - iv. Review with the service department for all the machines under warranty beyond Warranty for their status and business prospectus for machines & spare parts.
 - v. Draw and execute Business, Marketing Plan, Budget and control Expenses as per plan for :-
 - 1) Crawler Cranes and
 - 2) Other Equipment's as marketed by Fushun Cranes & S.N. Mercantile India Private Limited.
 - vi. Review the plan on Monthly, Quarterly and half yearly basis.
 - vii. Effectively manage resources to maximise effectiveness of sales operations
 - viii. Work in conjunction with the Corporate and key account to ensure attention and growth in product sale.
 - ix. Responsible for the forecasting and sales tracking.
 - x. Evaluate market trends and gather competitive information, identify trends that effect current and future growth of sales and profitability.

The above duties & responsibilities for which you will be assessed during the annual assessment for performance & promotions.

You shall abide by the SN Mercantile India Pvt. Ltd. AND Fushun Cranes & Equipments India Private Limited Code of Conduct for Prevention of Insider Trading' during the continuance of your employment with the company. Kindly read HR Policy and Travel Rules Manual at the time of joining.

If the foregoing terms and conditions are acceptable to you, please confirm this in writing indicating your understanding and acceptance of the terms on duplicate copy of this letter, which should be signed by you and returned to us.

We are happy to welcome you in our Organization and look forward to a long and a happy association.

Yours sincerely,

For SN Mercantile India Pvt. Ltd.


Mr. Sanjay Vasudeo
Director



Mr. Saurabh Dangle

Above terms and conditions are acceptable to me.



Newgen Software Technologies Limited

CIN: L72200DL1992PLC049074

9th Floor, Building No.7, Candor TechSpace, IT/ITES SEZ of M/s Seaview Developers Pvt. Ltd.

Plot No. 20 & 21, Sector-135, Noida, Uttar Pradesh – 201304, INDIA.

Tel:- +120-63-66666.

Email: corpmktg@newgensoft.com URL : <https://newgensoft.com>

Ref. No: DC/2021-22/003792

July 4, 2021

Ms. Ambika Ajay Shinde
Block No 17, 2Nd Floor, Dharamputra,
Pritam Estate, Dr. Ambedkar Road,
Dadar East, Mumbai,
Mumbai - 400014

Sub: - Offer Letter For Training

Dear Ms. Shinde,

Congratulations! We are pleased to inform you that you are one of the chosen few who have proven their worth in 'NEW...GENESIS' - our Campus Engagement Program.

We have accelerated our ambitions to achieve leadership position as a formidable player in the established and in the emerging verticals across the globe. We stand at the threshold of a new era of business opportunity that will completely alter the course of the destiny of Newgen and Newgenites. You will have the opportunity to be part of the growth engine which will fuel the zeal to deliver world class productized software solutions in the business domains of today and tomorrow.

With this, we are pleased to offer you **three (3) months** training with us. During the training period you will be designated as **Application Engineer (T)** and will be paid a stipend of **₹ 20000/- per month**. By the end of the successful completion of your training based on your performance during and at the end of training period, and on getting awarded with degree from your respective university, you will be appointed as **Application Engineer** in **October 2021** and detailed employment letter will be issued to you.

You are required to report for your internship on **July 5, 2021** at **Unit No. 519, 5th Floor Rupa Solitaire, Building No. A-1, Sector-I, Millennium Business Park, Thane - Belapur Road, Mahape, Navi Mumbai-400710.**

During this period, you are required to abide by the terms & conditions annexed here to.

We wish you a long and rewarding career with us.

For Newgen Software Technologies Limited



(Surender Jeet Raj)

Senior Vice President-HRD

****This is a system generated offer letter, hence does not require signature.**



TERMS AND CONDITIONS OF TRAINING OFFERED TO
MS. AMBIKA AJAY SHINDE

1. Your appointment or continuance in the training is subject to:

- a. The satisfactory verification of your character, antecedents and testimonials.
- b. The authenticity & accuracy of the details provided by you to the company would enable us to judge your suitability for employment. It is assumed that the details you have provided are true to the best of your knowledge and belief. Should it be found afterwards at any stage that you have given wrong information/misrepresented the facts, your services are liable to be summarily terminated.
- c. You are being found medically fit and continuing to remain medically fit. Before joining your duty, you are required to produce a medical fitness certificate issued by a Medical officer of a recognized Govt. hospital in a defined Performa.

2. You can be transferred/posted/deputed from time to time, as & when necessary keeping in mind the nature of work assigned to you at the sole discretion of the Company, anywhere in or outside India, to any of company's department(s) or location(s) or regional office(s) or to the department(s) or location(s) or branch (es) or rolls of any of its subsidiaries or associates, presently existing or which may be setup in the future.

3. You understand that you will be bound by relevant provisions of Newgen Work From Home Policy, and during work from Home scenario you shall seek prior permission from your Reporting Manager if leaving work location city and would be ready to return to work location within 2 days from the date of intimation by Reporting Manager. In case of verbal communication due to any emergency, you shall intimate in writing at the earliest but not later than 5 days from such change of location.

4. You may be required to work in shifts, if and when fixed by the company from time to time as per business requirements and the applicable rules will apply in that regard.

5. You will be required to implement and act in accordance with the Company's Information Security Management System (ISMS), and protect assets from unauthorized access, disclosure, modification, destruction or interference.

6. You will be bound by the Code of Conduct and other rules, regulations, policies and orders issued by the company from time to time in relation to your conduct, discipline and service conditions etc. as if these conduct rules, regulations, policies et al, were part of this contract of appointment. Company reserves the right to alter/rescind the terms & conditions of service at its discretion.

7. In case of you being found violating or not bidding by the Code of Conduct and other rules, systems, regulations policies and orders issued by the company, you will be liable for disciplinary action under the Disciplinary Action Policy of the Company.

8. You understand and agree that you will be bound by the service agreement during the period of your training and one year after completion of your training period. In case of breach of any of the terms as stipulated in the service agreement, Newgen will be entitled to take action as deemed fit.

9. On the day of your joining the Company, you will be required to sign the Non-Disclosure Agreement, which covers Company's right to protect the inventions, discoveries, ideas, proprietary & confidential information & any similar or related rights and maintaining its secrecy during and after your employment.

10. Kindly carry original copies and one attested photocopy of the documents listed in Annexure B. If you accept this offer, kindly notify your acceptance by signing the attached copy of this letter and return it to us.

I confirm that I have read and understood the above terms & conditions as applicable during my training period and accept my obligations and liability pertaining to them.



Newgen Software Technologies Limited

CIN: L72200DL1992PLC049074

9th Floor, Building No.7, Candor TechSpace, IT/ITES SEZ of M/s Seaview Developers Pvt. Ltd.

Plot No. 20 & 21, Sector-135, Noida, Uttar Pradesh – 201304, INDIA.

Tel:- +120-63-66666.

Email: corpmktg@newgensoft.com URL : <https://newgensoft.com>

Ref. No: DC/2021-22/003790

July 4, 2021

Mr. Dsouza Darren Shane Mario
Silver Square, A-401,
Sunder Nagar Extension, Kalina,
Mumbai,
Maharashtra - 400098

Sub: - Offer Letter For Training

Dear Mr. Shane Mario,

Congratulations! We are pleased to inform you that you are one of the chosen few who have proven their worth in 'NEW...GENESIS' - our Campus Engagement Program.

We have accelerated our ambitions to achieve leadership position as a formidable player in the established and in the emerging verticals across the globe. We stand at the threshold of a new era of business opportunity that will completely alter the course of the destiny of Newgen and Newgenites. You will have the opportunity to be part of the growth engine which will fuel the zeal to deliver world class productized software solutions in the business domains of today and tomorrow.

With this, we are pleased to offer you **three (3) months** training with us. During the training period you will be designated as **Application Engineer (T)** and will be paid a stipend of **₹ 20000/- per month**. By the end of the successful completion of your training based on your performance during and at the end of training period, and on getting awarded with degree from your respective university, you will be appointed as **Application Engineer** in **October 2021** and detailed employment letter will be issued to you.

You are required to report for your internship on **July 5, 2021** at **Unit No. 519, 5th Floor Rupa Solitaire, Building No. A-1, Sector-I, Millennium Business Park, Thane - Belapur Road, Mahape, Navi Mumbai-400710.**

During this period, you are required to abide by the terms & conditions annexed here to.

We wish you a long and rewarding career with us.

For Newgen Software Technologies Limited



(Surender Jeet Raj)

Senior Vice President-HRD

****This is a system generated offer letter, hence does not require signature.**



TERMS AND CONDITIONS OF TRAINING OFFERED TO
MR. DSOUZA DARREN SHANE MARIO

1. Your appointment or continuance in the training is subject to:

- a. The satisfactory verification of your character, antecedents and testimonials.
- b. The authenticity & accuracy of the details provided by you to the company would enable us to judge your suitability for employment. It is assumed that the details you have provided are true to the best of your knowledge and belief. Should it be found afterwards at any stage that you have given wrong information/misrepresented the facts, your services are liable to be summarily terminated.
- c. You are being found medically fit and continuing to remain medically fit. Before joining your duty, you are required to produce a medical fitness certificate issued by a Medical officer of a recognized Govt. hospital in a defined Performa.

2. You can be transferred/posted/deputed from time to time, as & when necessary keeping in mind the nature of work assigned to you at the sole discretion of the Company, anywhere in or outside India, to any of company's department(s) or location(s) or regional office(s) or to the department(s) or location(s) or branch (es) or rolls of any of its subsidiaries or associates, presently existing or which may be setup in the future.

3. You understand that you will be bound by relevant provisions of Newgen Work From Home Policy, and during work from Home scenario you shall seek prior permission from your Reporting Manager if leaving work location city and would be ready to return to work location within 2 days from the date of intimation by Reporting Manager. In case of verbal communication due to any emergency, you shall intimate in writing at the earliest but not later than 5 days from such change of location.

4. You may be required to work in shifts, if and when fixed by the company from time to time as per business requirements and the applicable rules will apply in that regard.

5. You will be required to implement and act in accordance with the Company's Information Security Management System (ISMS), and protect assets from unauthorized access, disclosure, modification, destruction or interference.

6. You will be bound by the Code of Conduct and other rules, regulations, policies and orders issued by the company from time to time in relation to your conduct, discipline and service conditions etc. as if these conduct rules, regulations, policies et al, were part of this contract of appointment. Company reserves the right to alter/rescind the terms & conditions of service at its discretion.

7. In case of you being found violating or not bidding by the Code of Conduct and other rules, systems, regulations policies and orders issued by the company, you will be liable for disciplinary action under the Disciplinary Action Policy of the Company.

8. You understand and agree that you will be bound by the service agreement during the period of your training and one year after completion of your training period. In case of breach of any of the terms as stipulated in the service agreement, Newgen will be entitled to take action as deemed fit.

9. On the day of your joining the Company, you will be required to sign the Non-Disclosure Agreement, which covers Company's right to protect the inventions, discoveries, ideas, proprietary & confidential information & any similar or related rights and maintaining it secrecy during and after your employment.

10. Kindly carry original copies and one attested photocopy of the documents listed in Annexure B. If you accept this offer, kindly notify your acceptance by signing the attached copy of this letter and return it to us.

I confirm that I have read and understood the above terms & conditions as applicable during my training period and accept my obligations and liability pertaining to them.



Newgen Software Technologies Limited

CIN: L72200DL1992PLC049074

9th Floor, Building No.7, Candor TechSpace, IT/ITES SEZ of M/s Seaview Developers Pvt. Ltd.

Plot No. 20 & 21, Sector-135, Noida, Uttar Pradesh – 201304, INDIA.

Tel:- +120-63-66666.

Email: corpmktg@newgensoft.com URL : https://newgensoft.com

Ref. No: DC/2021-22/003764

July 4, 2021

Mr. Joel Francis Paul
304, Krishna Krupa, Pleasant Park,
Mira Road (E), Thane,
Mira Road,
Maharashtra - 401107

Sub: - Offer Letter For Training

Dear Mr. Paul,

Congratulations! We are pleased to inform you that you are one of the chosen few who have proven their worth in 'NEW...GENESIS' - our Campus Engagement Program.

We have accelerated our ambitions to achieve leadership position as a formidable player in the established and in the emerging verticals across the globe. We stand at the threshold of a new era of business opportunity that will completely alter the course of the destiny of Newgen and Newgenites. You will have the opportunity to be part of the growth engine which will fuel the zeal to deliver world class productized software solutions in the business domains of today and tomorrow.

With this, we are pleased to offer you **three (3) months** training with us. During the training period you will be designated as **Application Engineer (T)** and will be paid a stipend of **₹ 20000/- per month**. By the end of the successful completion of your training based on your performance during and at the end of training period, and on getting awarded with degree from your respective university, you will be appointed as **Application Engineer** in **October 2021** and detailed employment letter will be issued to you.

You are required to report for your internship on **July 5, 2021** at **Unit No. 519, 5th Floor Rupa Solitaire, Building No. A-1, Sector-I, Millennium Business Park, Thane - Belapur Road, Mahape, Navi Mumbai-400710.**

During this period, you are required to abide by the terms & conditions annexed here to.

We wish you a long and rewarding career with us.

For Newgen Software Technologies Limited



(Surender Jeet Raj)

Senior Vice President-HRD

****This is a system generated offer letter, hence does not require signature.**



TERMS AND CONDITIONS OF TRAINING OFFERED TO
MR. JOEL FRANCIS PAUL

1. Your appointment or continuance in the training is subject to:

- a. The satisfactory verification of your character, antecedents and testimonials.
- b. The authenticity & accuracy of the details provided by you to the company would enable us to judge your suitability for employment. It is assumed that the details you have provided are true to the best of your knowledge and belief. Should it be found afterwards at any stage that you have given wrong information/misrepresented the facts, your services are liable to be summarily terminated.
- c. You are being found medically fit and continuing to remain medically fit. Before joining your duty, you are required to produce a medical fitness certificate issued by a Medical officer of a recognized Govt. hospital in a defined Performa.

2. You can be transferred/posted/deputed from time to time, as & when necessary keeping in mind the nature of work assigned to you at the sole discretion of the Company, anywhere in or outside India, to any of company's department(s) or location(s) or regional office(s) or to the department(s) or location(s) or branch (es) or rolls of any of its subsidiaries or associates, presently existing or which may be setup in the future.

3. You understand that you will be bound by relevant provisions of Newgen Work From Home Policy, and during work from Home scenario you shall seek prior permission from your Reporting Manager if leaving work location city and would be ready to return to work location within 2 days from the date of intimation by Reporting Manager. In case of verbal communication due to any emergency, you shall intimate in writing at the earliest but not later than 5 days from such change of location.

4. You may be required to work in shifts, if and when fixed by the company from time to time as per business requirements and the applicable rules will apply in that regard.

5. You will be required to implement and act in accordance with the Company's Information Security Management System (ISMS), and protect assets from unauthorized access, disclosure, modification, destruction or interference.

6. You will be bound by the Code of Conduct and other rules, regulations, policies and orders issued by the company from time to time in relation to your conduct, discipline and service conditions etc. as if these conduct rules, regulations, policies et al, were part of this contract of appointment. Company reserves the right to alter/rescind the terms & conditions of service at its discretion.

7. In case of you being found violating or not bidding by the Code of Conduct and other rules, systems, regulations policies and orders issued by the company, you will be liable for disciplinary action under the Disciplinary Action Policy of the Company.

8. You understand and agree that you will be bound by the service agreement during the period of your training and one year after completion of your training period. In case of breach of any of the terms as stipulated in the service agreement, Newgen will be entitled to take action as deemed fit.

9. On the day of your joining the Company, you will be required to sign the Non-Disclosure Agreement, which covers Company's right to protect the inventions, discoveries, ideas, proprietary & confidential information & any similar or related rights and maintaining it secrecy during and after your employment.

10. Kindly carry original copies and one attested photocopy of the documents listed in Annexure B. If you accept this offer, kindly notify your acceptance by signing the attached copy of this letter and return it to us.

I confirm that I have read and understood the above terms & conditions as applicable during my training period and accept my obligations and liability pertaining to them.

Letter of Employment
(including TERMS and CONDITIONS of EMPLOYMENT)

Date: 26 April 2021

To
Prashant Singh Chandan Rawat
No. 302, Awing Building Number 1
Adarsh Park, Dombivli East, Maharashtra
India - 421 201
Mobile - +91 90290 67260

Dear Prashant Singh Chandan Rawat,

With reference to your application and the subsequent interviews and discussions you had with us, we are pleased to offer you an appointment in our organization as **Graduate Sales Trainee (GST1)** with effect from **28 April 2021**. You will be reporting to **Balaji Subramani, General Manager, Business Development and Service Delivery**.

Your initial fixed remuneration as **Graduate Sales Trainee (GST1)** will be Rs.210,000/- (Cost-to-Company/CTC)

During this period you will be required to complete the Live Sales Training program to the satisfaction of the company. Upon successful completion of this training, you will move to new Pay Grades GST2, GST3 as below and you will be required to attain respective levels of skills and proficiency in sales.

Pay Grade	Job Title(Description)	Typical Duration	CTC (Annual) (Rs)
GST1	Graduate Sales Trainee (Live Sales Training)	6 Weeks	210,000
GST2	Graduate Sales Trainee (Hands-On Skill Building)	7 Weeks	225,000
GST3	Graduate Sales Trainee (Guided Performance Demonstration)	13 Weeks	240,000

Note:

1. GST1, GST2 and GST3 are considered Training & Probation period. Pay Grade BD1 and beyond, as described Annexure 1, are confirmed positions.
2. The details of next levels of salary are presented in the Annexure (1) - Annexure for Pay Grades and Career Path.
3. Detailed breakup of all salary levels including deductions and withholdings (such as ESI, EPF TDS, Security deposit and other allowances as applicable) is provided in Annexure (7)



4. The company will follow a weekly Salary disbursement system. Monthly and Annual Calculations is only for the use of calculation and understanding purposes. There will not be any monthly salary disbursements.
5. The weekly take home salary will be your annual take home salary divided by 52. (A calendar year has 52 weeks.)

Upon successful completion of the three stages above, the position will be confirmed as a Business Development Associate leading to a number of potential increments and promotions with Quarterly Review. There are 16 levels of pay grades and five levels of designations leading up to higher and higher positions of responsibilities and performance expectations. This is outlined in the annexure - 1. Further details and information about subsequent levels and career roles will be shared at the appropriate stages after the completion of GST1, GST2 and GST3.

2. PROBATION: You will be on probation for the period during GST1, GST2 & GST3. During this period, the company would invest in your training and professional development. Your position can be confirmed at any time during this period based on attainment of sufficient levels of performance. The probation can be extended for a further period at the discretion of the management depending on the assessment of your overall performance and would have deemed to be extended until the issue of a confirmation letter. On satisfactory completion of the probation period your appointment as BDA with Pay Grade BD1 will be confirmed in writing.

3. AGE OF RETIREMENT: You will retire from the service of the organization on completion of the age of 58 years, unless the organization decides to retain you beyond this age, in which case, you will be specifically informed of the same.

4. SEVERANCE OF SERVICE:

- (a) At any time, without any previous notice, if the organization is satisfied on medical evidence that you are unfit (physical or mental), and are likely to continue to be unfit for a considerable period of time in discharging your duties.
- (b) Without any previous notice if you are found guilty of insubordination, intemperance, substance abuse, undisclosed conflict of interest or other misconduct or breach of any rules pertaining to your service or conduct or non-performance of your duties.
- (c) Otherwise, either party can terminate the service by giving notice period as mentioned in the Annexure (1) in writing. The notice period is dependent on the highest Pay Grade level achieved until the date of resignation. In case the organization is unable to fulfill the notice period, they may, with your full agreement and concurrence, pay fixed remuneration equivalent to the notice period salary in lieu of notice period. In case, you leave the organization without due notice period as above or fail to perform adequately or fail to demonstrate due professional diligence during the notice period, the organization reserves the right to retrieve reasonable equivalent compensation for performance and productivity losses caused by such manner of exit. At minimum, this value may be estimated at the sales target level set over the notice period corresponding to job grade at the time of resignation. If you leave the organization for any reason after completion of GST1 but before 2 years from the date of confirmation, the organization reserves the right to retrieve reasonable compensation for the cost of training incurred.



Valued Epistemics Private Limited

Address: 124, 5th Street, Padmanabha Nagar, Adyar, Chennai-600020. Phone: 044 426073 06/07

- 5.** The organization reserves the right to transfer any employee from one department to another (or location) without prior consultation. On such transfers, you will be governed by the rules, regulations and model standing orders applicable to that department. The organization reserves the right to operate in Work-From-Home(WFH) or Work-From-Office(WFO) modes.
- 6.** The organization can reset salary levels or decrease them without notice in the face of emergencies or pandemics or other acts of God, economic or market downturns or other conditions beyond the reasonable control of the company. In all such cases, the employee will have the right to exit as per the clause 4(c).
- 7.** During the tenure of your services, you will treat all information as strictly confidential and shall not disclose or divulge the same except in performance of your functions as per working procedure approved by the Management.
- 8.** You shall faithfully serve the organization, obey its lawful commands, keep its secrets, diligently and carefully learn and perform such work and business as may be entrusted to you, attend to your work regularly during such hours as may be prescribed and perform such duties as may be assigned.
- 9.** You shall devote your whole time to your duties and shall not carry on or be concerned in any other business or occupation whatsoever. You shall disclose any association with any business or commercial organization.
- 10.** If at any time you are insolvent or found guilty of dishonesty, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered to be detrimental to the interests of the organization or violation of one or more terms of this letter, rules, regulations and the model standing orders in force from time to time, your services may be terminated without notice.
- 11.** If any declaration or information furnished by you proves to be false, or if it is found that you have willfully suppressed any material information, you will be liable to removal from service forthwith without any notice and without assigning any reason and without prejudice to such other action as the organization may deem necessary.
- 12.** If you absent yourself from the service of the organization without prior written permission or over stay the sanctioned leave for three consecutive days it will be deemed that you have abandoned the service voluntarily without giving due notice and your name will be struck off the rolls without any intimation to you. Any dues from the company will be automatically forfeited. Any unreturned assets or properties of the company will be recovered through legal means available.
- 13.** You acknowledge that, in the course of your employment, you may be put in possession of confidential and proprietary information belonging to the Company as well as properties/assets such as mobile phones, SIM cards, computers, laptops, other computing devices, furniture, eWallets, Cash, Credit Cards, etc and any other resources belonging to the Company for use strictly for the purposes of business of the Company. Any use in any other manner or failure to return the same as and when required by the Company shall constitute a material breach of this agreement causing loss and irreparable injury to the Company.
- 14.** The Security Deposit amount deducted and withheld from time to time will be released as a part of the full & final settlement (F&FS) upon resignation or termination of your employment provided such resignation or termination is in accordance with Clause 4(c) above. However, you agree that, in the event of breach of any of the aforesaid terms set out in this agreement then, without prejudice to any other right both legal and equitable that the Company may have in relation to such breach, the Company shall be entitled to adjust the amount of Security Deposit against the loss that may be suffered by the

Company as a result of such breach.

15. You agree to provide all relevant ID details along with proof such as but not limited to PAN, Passport, Driver's License, Voter ID, Aadhar Card, Bank Account Details and Mobile Number, Email ID, Address of Stay including temporary and permanent. Any change in your residential address should be immediately notified to the organization in writing. You agree to the terms & conditions of the Non-Disclosure/Confidentiality agreement and Code of Conduct provided along with this agreement.

16. Role will be in Work from Home WFH Mode. The terms of Annexure 3 will apply. All results and activities will be measured and reviewed on a weekly basis.

17. The Company reserves the right to alter or modify its working hours or to increase them so as to require you to work up to 48 hours in any week and up to 9 Hours on any days. This is a position of continuous responsibility and does not entail payment of extra time or overtime. During certain periods of time the responsibility for this position has to be delivered in work-from-home (WFH) mode. This could be due to government regulation, public health advisory or company policy.

18. The company may occasionally require travel to a central location or corporate office for purposes of training, review, conference or other professional purposes. Such meetings, whenever they are mandatory, must be attended.

This agreement includes 7 annexures :

1. Annexure for Pay Grades and Career Path
2. Annexure for Personal Information
3. Annexure for WFH (Work-From-Home)
4. Annexure for Non-Disclosure agreement
5. Annexure for Business/Work Guidelines including WFO (Work-From-Office)
6. Annexure for Exit Procedure & Settlement Process
7. Annexure for Fixed Salary Break-up of all Pay Grades

This agreement is to be reviewed carefully and e-signed. Per Section 10A of Indian Information Technology Act, 2000, it is legally equivalent to a hand-signed paper agreement. A copy of the signed agreement will be provided to both parties.

This agreement and its terms supersede any earlier appointment orders, offer letters or other forms of employment documents issued earlier.

Wishing you the very best and we are sure you will have an enjoyable & enriching experience working with us!

For Valued Epistemics Pvt Ltd



26/04/2021

Anand Kannan
Managing Director

I accept the above terms and Conditions

Name: Prashant Singh Chandan Rawat

Signature



Date 27/04/21

Annexure (1) - Pay Grades and Career Path
(Indicative Pay-scale and Growth Path) As on 28 April 2021

Career Path Designation & Levels		Notice Period	Fixed CTC		Deductions & Withholdings		Fixed Take Home Salary		Target Performance Pay (Variable)
Job Title	Pay Grade	(in days)	Annual (Rs)	Weekly (Rs)	Annual (Rs)	Weekly (Rs)	Annual (Rs)	Weekly (Rs)	Annual (Rs)
Graduate Sales Trainee	GST 1	7	210000	4039	29400	565	180600	3474	0
Graduate Sales Trainee	GST 2	7	225000	4327	30000	577	195000	3750	0
Graduate Sales Trainee	GST 3	14	240000	4616	30600	589	209400	4027	120000
Business Development Associate	BD 1	21	300000	5771	30000	578	270000	5193	120000
Business Development Associate	BD 2	21	330000	6349	30000	578	300000	5771	120000
Business Development Associate	BD 3	21	360000	6926	30000	578	330000	6348	120000
Business Development Associate	BD 4	21	390000	7502	30000	578	360000	6924	120000
Business Development Associate	BD 5	21	420000	8079	30000	578	390000	7501	120000
Business Development Executive	BD 6	28	450000	8656	30000	578	420000	8078	180000
Business Development Executive	BD 7	28	480000	9234	30000	578	450000	8656	180000
Business Development Executive	BD 8	28	510000	9811	30000	578	480000	9233	180000
Business Development Executive	BD 9	28	540000	10386	30000	578	510000	9808	180000
Business Development Executive	BD 10	28	570000	10964	30000	578	540000	10386	180000
Business Development Sr Executive	BD 11	56	600000	11541	30000	578	570000	10963	240000
Business Development Sr Executive	BD 12	56	660000	12694	30000	578	630000	12116	240000
Business Development Sr Executive	BD 13	56	720000	13849	30000	578	690000	13271	240000
Business Development Sr Executive	BD 14	56	780000	15002	30000	578	750000	14424	240000
Business Development Sr Executive	BD 15	56	840000	16156	30000	578	810000	15578	240000
Business Development Professional	BD 16	56	900000	17311	30000	578	870000	16733	300000

Notes:

1. All the employees who join as Graduate Sales Trainee (GST1) will be eligible for the above pay grade revision.
2. You will be given an opportunity for the Pay Grade Revision every quarter, typically coinciding with the first week of the financial year quarters. For practical operational reasons this frequency can be reduced or increased.
3. At the end of every quarter, you will be evaluated based on your performance, professional development and other organizational criteria. Upon meeting the criteria, you will be able to move to the next immediate pay grade from the subsequent designated Pay Grade Revision

cycle.

4. All the criteria will be transparent and will be communicated during orientation/training and probation period and other subsequent official briefings and updates.
5. Take home salary is the amount you will receive after all the deductions. The deductions include security deposits and other regulatory deductions. Your take home salary will depend on company policy and government rules on taxation, labor laws and other such regulations as may be valid from time to time.
6. Weekly salary details are rounded off to the nearest integer.
7. Notice period changes as per grade, notice period duration for each grade is mentioned in the above table.
8. The company reserves the sole right to decide the criteria of performance and professional development necessary for each pay grade based on requirements of the business and its customers.
9. Company reserves the right to redefine the salary levels and job grade levels for reasons of business, business environment or government regulation.
10. Detailed Break-up of fixed Salaries available in the end of the document (*Please refer to Annexure 7 – Fixed Salary Break-up of all Pay Grades*)

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**

Annexure (2) - Personal Information and Identity Verification

I hereby confirm and verify the following details :

Aadhar Card Number - 6411 2585 4645

PAN Card Number - DOLPR2192C

Bank Details:

Bank Name - State Bank of India

Account Number - 39611389073

Account Name - Prashant Singh Chandan Rawat

IFSC Code - SBIN0018090

The company's Payments may be made to the above account.

In addition I agree to provide the following and also inform the company immediately in case of any changes.

1. Aadhar Card Copy
2. PAN card copy
3. Passport Copy(if available)
4. Voter ID Copy (if available)
5. Driver's License (if available)
6. 10th Marksheet Copy
7. 12th Marksheet Copy (or) Diploma Marksheet Copy
8. UG Marksheets Copy (Consolidated or Semester-wise)
9. Bank Account Details
10. Bank Passbook First Page
11. College or university ID card Copy
12. Permanent Address
13. Name of Father (First Name & Last Name)
14. Name of Mother (First Name & Last Name)
15. Spouse Name (If Married)
16. Number of Children (If Any)
17. Personal Email ID
18. Personal Mobile Number
19. Social Media Accounts: LinkedIn, Twitter, Facebook, Instagram, Gmail
20. Alternate Contact numbers and persons for emergencies

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**

Annexure (3) - Work from Home WFH Requirements & Conditions

In work from home mode, you agree to :

1. Allocate a special workroom or desk at your home or place of residence or another facility available to you without restrictions or limitations.
2. The work desk or work room at home shall be maintained with professional atmosphere, cleanliness, orderliness and discipline.
3. The work desk shall be without noise and suitable for delivery of professional work.
4. Obtain the complete consent and support of family and other residents for quiet, interruption-free work on all working days.
5. The work desk or work room shall have the following facilities always accessible :
 - **Mandatory :**
 - A separate room for work which is quiet and without disturbance
 - Table
 - Chair, preferably a comfortable one with good ergonomics.
 - Data Connection (minimum upload speed 10 MBPS, download speed 10 MPBS) Broadband or Fiber Optic connection Wi-Fi/4G Dongle with at least 99.7% uptime.
 - A dedicated Android phone dedicated for work, (not to be mixed with personal) meeting requirements as specified by the organization.
 - A dedicated SIM card for work (for use on official work only not to be mixed with personal)
 - Bank Savings Account in your name (to receive salaries and payments), not shared or joint account
 - Desktop System or Laptop in good working condition with speakers, webcam, mic and mouse
 - Consent, Approval and Support of Family to Work from Home
 - Good Mobile Signal and Connectivity
 - Earphones compatible with PC and Mobile phone
 - UPS backup
 - **Desirable :**
 - Inverter backup
 - Gen-set backup
 - Air Conditioner in the allocated room
 - Soundproof walls and doors. Padded with sound absorbent material if required.
 - Curtains and thick panes for windows to minimize external noise
 - Power bank for mobile
 - Office-Style Swivel Chair for comfort
 - Mobile Hotspot Backup or other Modem Backup
6. The laptop/desktop and mobile shall have appropriate software as required by the company. These are tools for productive work and will require exclusive login.



Valued Epistemics Private Limited

Address: 124, 5th Street, Padmanabha Nagar, Adyar, Chennai-600020. Phone: 044 426073 06/07

7. The mode of communication during work shall be one of the following: correctly addressed email, SMS or other messages, enterprise video conference software/apps, webinars, CRM work management tools and other software etc. as decided by the company.
8. Logins and Access shall be limited to the Selected Candidate only for the duration of this agreement.
9. The conversations with the company (including its employees, managers, customers and other stakeholders) are private and confidential and privileged conversations and shall not be shared or disclosed or recorded or stored except by the company for purposes of legal record, data analysis or quality assurance purposes.
10. Whenever video conferencing is used, care should be taken to provide appropriate lighting, simple and tidy background and minimal noise or interference or interruptions to the video call. Video calls are highly essential in WFH settings and should be approached like a face to face meeting with your professional colleagues.
11. Remote inspection of the work desk whenever required by rotating camera on phone or desktop as required by the company to satisfy itself of data security and work productivity conditions.
12. Respect the required times and calls for meetings, reports, reviews etc.
13. Report any inability to work or absence from work ahead of time and obtain leave/permission.
14. At all times, one should work in professional or semi-formal or business casual attire. For both genders, this includes wearing clothes that have sleeves and cover the shoulder downwards. The face should be visible clearly and not be covered in video calls. Modest, decent attire without any flashy or provocative design, slogans should be used. You are advised to follow modest attire for work which does not cause any discomfort or embarrassment to your colleagues.
15. Specifically, appearance in bare body, unclothed or skimpy attire or incomplete attire is absolutely unacceptable.
16. Polite and Courteous language should be used in all the professional interactions which include interactions with colleagues/office staff members and the interaction with the customers/students.
17. During working hours, personal calls, personal emails and text messages and social media activity should be avoided in order to ensure complete focus and attention towards the required results and outputs.

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**

Annexure (4) - NON DISCLOSURE AGREEMENT

This annexure is a Non-Disclosure Agreement which is a part of the overall contract.

1. The organization seeks a non-disclosure agreement to be executed by the employee, and the employee in consideration of:
 - a. joining the organization
 - b. continuing in the services of the organization
 - c. having been employed by the organization and having received the emoluments until the date of termination of the employment
 - d. received training on the job and specifically to assist in the working

has agreed to do so by signing this agreement.

2. The organization also seeks that the employee may not take employment directly or indirectly, with a competitor of the organization during his tenure with the organization and also for a period of TWO years from the date of leaving the organization. The employee in consideration of:
 - a. joining the organization
 - b. continuing in the services of the organization
 - c. having been employed by the organization and having received the emoluments until the date of termination of the employment
 - d. received training on the job and specifically to assist in the working

has agreed to do so by signing this agreement.

NOW THIS NON -DISCLOSURE AGREEMENT WITNESSETH AS UNDER

1. The employee agrees to treat all information received as confidential and shall not divulge directly or indirectly to any other person, firm, corporation, association or entity for any purpose what-so-ever, and shall not make use of such information (except for the fulfillment of duties as an employee), without prior written consent of the organization.
2. **'Information'** means all information which comes to the knowledge of the employee during the course of his employment which relates to company business operations e.g. business process & systems, company's technology, content, IPR protections, student evaluations & algorithms future plans etc.
3. Information shall not be deemed confidential –
 - a. If it is publicly available prior to this agreement or is made publicly available by the organization without restriction.
 - b. Rightfully received by the employee from third parties without accompanying secrecy obligation.
 - c. Already in the employee's possession and was lawfully received from sources other than the organization
 - d. Approved in writing by the organization for release.



4. The information may be disclosed to the employee either orally, visually, through electronic media, in writing, or by way of consigned items either by the organization or its employees or other persons connected with the business of the organization.
5. The secrecy of the information disclosed to the employee pursuant to this agreement shall be maintained for perpetuity from the date of disclosure thereof and shall survive the termination of the employment of the employee with the organization.
6. Upon request of the organization, any written information or any information in electronic media furnished by the organization shall be returned back forthwith to the organization.
7. The relationship between the organization and the employee and also the terms of his employment with the organization shall not be disclosed by the employee to any third party including other employees without the prior written permission from the organization.
8. All patents, copyrights, trade marks, ownerships, methods, processes, applications, knowledge and other intellectual property rights in any work of any nature carried out by the employee during the term of his employment with the organization shall vest with and remain the property of the organization without any act or deed. The employee will not be entitled at any time to claim any right, title or interest therein.
9. The employee agrees to execute such documents, papers that may be necessary so as to give the organization the fullest right, title and interest over the work, ideas, processes, methods, ownerships, etc. developed by the employee during the course of his employment and the organization is entitled at any time to patent, copyright, or trademark the same. This undertaking by the employee shall survive the termination of this employment with the organization.
10. The disclosing of confidential Information for purposes other than those set forth in the present agreement shall be deemed to be a violation of this agreement and in such event, apart from seeking damages, the organization shall also be entitled to obtain an ex parte injunction against the employee from divulging the same especially in the event of the employee joining any competitor of the organization.

The term 'competitor' for the purpose of this agreement shall be deemed to include the organization's competitors and its holding organization, subsidiaries, associates, affiliates, nominees, representatives, and any entity in which the competitor has an equity interest.

11. The employee recognizes the competitive value of the confidential information that has been received from the organization, as well as the damage that the organization could suffer if such confidential information was disclosed to third parties, including the organization's competitors without the previous consent of the organization and for these reasons, the employee hereby agrees to indemnify the organization for any and all damages that the organization may suffer on account of an unauthorized disclosure to third parties including the organization's competitors of any such confidential information.
12. The organization seeks that the employee may not take employment directly or indirectly, with a competitor of the organization during his tenure with the organization, and also for a period of TWO years from the date of leaving the organization.

If the employee takes up employment, or attempts to take up employment during his tenure with the organization or within a period of TWO (2) years from the date of leaving the organization, with any competitor of the organization, the employee shall be deemed to have violated this

agreement and the organization shall be entitled, in addition to damages, exparte injunctive relief from an appropriate court without reference to arbitration as hereinafter provided.

13. **Governing Law:** This agreement shall be governed in accordance with the laws of India.
14. **Jurisdiction:** In respect of all matters / disputes arising out of, in connection with or in relation to this Agreement, only the civil courts at Chennai shall have jurisdiction, to the exclusion of all other courts.
15. **Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The organization shall nominate the sole arbitrator. The venue of the arbitration shall be at Chennai and the language for the arbitration shall be English.
16. All payments due and / or payable by the employees as damages or otherwise shall be payable at Chennai.

In witness whereof, the parties hereto have caused this agreement to be executed on the date, month and year mentioned first as written above.

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**

Annexure (5) - Business / Work Guidelines at VEPL including work from Office

VEPL firmly believes in building for themselves, a strong reputation for integrity and confidentiality both within and outside the company. In an effort to making this belief a reality, we have put together a code of business conduct that defines the company's professional and ethical values. These guidelines form a part of your terms of appointment at VEPL.

As part of our Admin process, we would like each of you to acknowledge reading and accepting the key terms and conditions of employment listed below.

1. Conflict of Interest:

A conflict of interest can arise whenever an employee acts in a manner, or participates in any transaction, relationship or situation that conflicts with or appears to conflict with the best interests of the company. Situations that give the appearance of a conflict of interest can be just as detrimental as an actual conflict of interest. Actual or potential conflicts of interest should always be disclosed to the immediate supervisor.

2. Full Time Employment

All employees at VEPL are full-time in nature, and are therefore expected to devote all your professional time and attention to your work at VEPL.

An employee wishing to undertake an activity such as teaching or writing can do so provided he keeps his supervisor informed prior to accepting such commitments to ensure that there is no interference with his business schedule, and there exists no conflict of interest or intellectual property violation issues.

3. Confidentiality:

All employees on joining the company are required to sign and abide by a confidentiality agreement (NDA), which is legally binding. All data pertaining to any businesses involving the company must be kept confidential and protected. It is not to be shared with anyone. This agreement also binds employees to uphold all ethical practices espoused by the company.

Information about company's business operations e.g. business process & systems, customer lists, future plans etc. is a valuable asset and it is the role of every employee to protect it. These include, the company's technology, content, IPR protections, Student evaluations & algorithms, etc. Employees are expected to safeguard all company confidential information and discussions should be limited to those who "need to know". Discretion should be used at all stages in handling such information, whether oral or written.

4. Internet and Network Security:

All employees are required to comply with the copyright or license agreements and should take care not to violate these at any point. These hold true for such material that may be received from entities outside of the organization as well.

All employees will be governed by the IT policy of the organization, which is fully explained in the Human Resources Handbook.



Unacceptable usage of company email and Internet facilities includes transmission, retrieval or storage of any communication of a discriminatory or harassing nature. This includes material, which is obscene, gambling in nature, flaring emails, derogatory or inflammatory remarks about individuals or groups.

5. Company Property and Equipment:

All property of the company (cellulars, laptops, etc) should be used for their intended business purposes. Adequate care should be taken to ensure that equipment is well maintained and handled with care at all times.

Employees are expected to be sensitive to the overall security aspects of the company and they should ensure that the premises are well guarded at all times and should they find objects / situations that are suspicious, the same should be informed to the concerned people immediately.

The office and its property should be viewed as though it belongs to each employee and so adequate care should be taken at all times to safeguard these. Employees are also expected to maintain a clean, tidy & hygienic work place and sensitive to facilities that are common user facilities.

6. Personal Conduct:

On office premises, employees are expected to conduct themselves in a proper and dignified manner without disturbing / attracting the attention of other employees during working hours. Appearance, behaviour, language etc. must be appropriate. Use of abusive language, sexual harassment in any form, misuse of office property and other such forms of misconduct will be actionable. Employees are encouraged to report such offences at the earliest.

Every employee shall take adequate care to ensure that his / her performance is not affected in a way by the influence of intoxicating drinks / drugs. Employees should ensure that they do not report into work under the influence of such intoxicants.

7. Discrimination:

VEPL is a professional company and believes that no member of the team should be discriminated against on grounds of community, caste, religion, color, gender, etc.

In particular, sexual harassment is a serious offense that can take many forms - spoken, unspoken or physical, and will not be tolerated at VEPL.

8. Work hours and Work Week:

Except on declared holidays and applicable holidays, we work Monday-Saturday of each week. (6 days per week). A list of applicable holidays will be circulated at the start of each year by the Admin department.

Nevertheless, many of our customers may prefer to contact us or be contacted during the weekend and therefore you must be prepared to report for work on holidays as well from time to time.

The normal, designated office hours at VEPL are between 12 noon and 9 pm; this includes the regular break for lunch of approximately 30 minutes. However, to meet customer requirements, you may be required to start earlier or work later than the regular hours, from time to time.



9. Dress Code

At VEPL, the acceptable dress code is "business casual". Please check with your immediate supervisor if you need any advice on specifics. For business meetings, we expect you to be dressed appropriately or as recommended.

10. Resignation & Notice Period

During the time of your employment, the period of notice required for separation will depend on the Pay Grade level and will be as mentioned in the Annexure (1).

All company property including software, documents, books, manuals, cell phones, laptops etc. will have to be handed back by the employee to his supervisor / Admin / IT prior to leaving the company.

A service certificate will be issued only in case of a specific request from you, and you will be required to leave a forwarding address for communication and sending of certificates.

11. Miscellaneous:

All team members shall abide by the laws of the land. These include the laws that may be applicable during travel on company purposes to other countries. Moreover, you should not behave in a manner that will violate the accepted norms of public decency, which could result in bringing disrepute to the company.

Any employee convicted by a court of law or arrested on any charge shall report the facts to HR and the management at the earliest.

You should avoid habitual indebtedness, and VEPL discourages financial transactions of any kind between members of the team.

Should you find any colleague knowingly or unknowingly breaching the Code of Conduct, please feel free to advise him or her in private. In serious cases, you should inform your Manager or the Corporate Office or any of the Directors of VEPL on a confidential basis.

I confirm that I have read and understood the above terms & conditions that govern my appointment at VEPL.

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**

Annexure (6) - Exit Procedure & Settlement Process

Normal Exit : The most preferred and normal process of exit from the organization is through resignation with notice period or natural completion of the tenure of agreement. In such a situation, the exiting person will be eligible for a service letter, full and final settlement and positive professional reference.

Either party can terminate the service by giving notice period as mentioned in the contract in writing. In case, the organization is unable to fulfill the notice period, they may, with your full agreement and concurrence, pay fixed remuneration equivalent to the notice period salary in lieu of notice period. In case, you leave the organization without due notice period as above or fail to perform adequately or fail to demonstrate due professional diligence during the notice period, the organization reserves the right to retrieve reasonable equivalent compensation for performance and productivity losses caused by such manner of exit. At minimum, this value may be estimated at the sales target level set over the notice period corresponding to job grade at the time of resignation.

Abnormal Exit : This form of exit happens when the person's service is severed for violation, non-performance or other substantial reasons or if the person abandons the job without adequate notice. In such cases, the exiting person will not be eligible for service letter, professional reference and may even forfeit all balances or be liable to be legally pursued by the company for compensation.

1. At any time, without any previous notice, if the organization is satisfied on medical evidence that you are unfit (physical or mental), and are likely to continue to be unfit for a considerable period of time in discharging your duties.
2. Without any previous notice if you are found guilty of insubordination, intemperance, or other misconduct or breach of any rules pertaining to your service or conduct or non-performance of your duties.
3. You shall devote your whole time to your duties and shall not carry on or be concerned in any other business or occupation whatsoever. Any parallel employment, occupation, job or another employment with any other organization will be grounds for dismissal or severance of employment.
4. If at any time you are insolvent or found guilty of dishonesty, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered to be detrimental to the interests of the organization or violation of one or more terms of this letter, rules, regulations and the model standing orders in force from time to time, your services may be terminated without notice.
5. If any declaration or information furnished by you proves to be false, or if it is found that you have willfully suppressed any material information, you will be liable to removal from service forthwith without any notice and without assigning any reason and without prejudice to such other action as the organization may deem necessary.
6. If you absent yourself from the service of the organization without prior written permission or over stay the sanctioned leave for three consecutive days it will be deemed that you have abandoned the service voluntarily without giving due notice and your name will be struck off the rolls without any intimation to you. Any dues from the company will be automatically forfeited. Any unreturned assets or properties of the company will be recovered through legal means available.

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**

Annexure 7 – Fixed Salary Break-up of all Pay Grades

ESI deductions may apply as per the ESIC rules & regulations. Subject to change as per the ESI guidelines. EPF deductions may apply as per the EPF rules and regulations. TDS deductions may be applicable as per law from time to time.

As per current Govt Regulations & Court Rulings you will be treated as an excluded employee, with no PF contribution or deduction required. If the regulations change or provided information so requires, the PF deductions will apply, both employee and employer contribution without affecting the overall fixed Cost to Company - CTC.

The Security Deposit shall be deducted on a weekly basis as a non-interest-bearing Security Deposit to secure against breach of terms and conditions of employment set out herein and released as per Clause [14] of this agreement and other sections pertaining to security deposit.

Pay Grade Level: GST1

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Net Salary (Take Home)	180600	15050	3474
ESI - Employer Contribution	6825	569	131
LTA	10500	875	202
Deductions & Withholdings			
ESI - Employee Contribution	1575	131	30
Towards Security Deposit*	10500	875	202
Cost to Company	210000	17500	4039

Pay Grade Level: GST2

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Net Salary (Take Home)	195000	16250	3750
ESI - Employer Contribution	7313	609	141
LTA	10500	875	202
Deductions & Withholdings			
ESI - Employee Contribution	1688	141	32
Towards Security Deposit*	10500	875	202
Cost to Company	225000	18750	4327



Pay Grade Level: GST3

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Net Salary (Take Home)	209400	17450	4027
ESI - Employer Contribution	7800	650	150
LTA	10500	875	202
Deductions & Withholdings			
ESI - Employee Contribution	1800	150	35
Towards Security Deposit*	10500	875	202
Cost to Company	240000	20000	4616

Pay Grade Level: BD1

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	120000	10000	2308
HRA(B)	60000	5000	1154
Other Allowances (C)	90000	7500	1731
Net Salary (Take Home) [A+B+C]	270000	22500	5193
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	300000	25000	5771



Pay Grade Level: BD2

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	132000	11000	2539
HRA(B)	66000	5500	1270
Other Allowances (C)	102000	8500	1962
Net Salary (Take Home) [A+B+C]	300000	25000	5771
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	330000	27500	6349

Pay Grade Level: BD3

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	144000	12000	2770
HRA(B)	72000	6000	1385
Other Allowances (C)	114000	9500	2193
Net Salary (Take Home) [A+B+C]	330000	27500	6348
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	360000	30000	6926



Pay Grade Level: BD4

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	156000	13000	3000
HRA(B)	78000	6500	1500
Other Allowances (C)	126000	10500	2424
Net Salary (Take Home) [A+B+C]	360000	30000	6924
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	390000	32500	7502

Pay Grade Level: BD5

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	168000	14000	3231
HRA(B)	84000	7000	1616
Other Allowances (C)	138000	11500	2654
Net Salary (Take Home) [A+B+C]	390000	32500	7501
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	420000	35000	8079



Pay Grade Level: BD6

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	180000	15000	3462
HRA(B)	90000	7500	1731
Other Allowances (C)	150000	12500	2885
Net Salary (Take Home) [A+B+C]	420000	35000	8078
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	450000	37500	8656

Pay Grade Level: BD7

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	192000	16000	3693
HRA(B)	96000	8000	1847
Other Allowances (C)	162000	13500	3116
Net Salary (Take Home) [A+B+C]	450000	37500	8656
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	480000	40000	9234



Pay Grade Level: BD8

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	204000	17000	3924
HRA(B)	102000	8500	1962
Other Allowances (C)	174000	14500	3347
Net Salary (Take Home) [A+B+C]	480000	40000	9233
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	510000	42500	9811

Pay Grade Level: BD9

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	216000	18000	4154
HRA(B)	108000	9000	2077
Other Allowances (C)	186000	15500	3577
Net Salary (Take Home) [A+B+C]	510000	42500	9808
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	540000	45000	10386



Pay Grade Level: BD10

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	228000	19000	4385
HRA(B)	114000	9500	2193
Other Allowances (C)	198000	16500	3808
Net Salary (Take Home) [A+B+C]	540000	45000	10386
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	570000	47500	10964

Pay Grade Level: BD11

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	240000	20000	4616
HRA(B)	120000	10000	2308
Other Allowances (C)	210000	17500	4039
Net Salary (Take Home) [A+B+C]	570000	47500	10963
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	600000	50000	11541



Pay Grade Level: BD12

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	264000	22000	5077
HRA(B)	132000	11000	2539
Other Allowances (C)	234000	19500	4500
Net Salary (Take Home) [A+B+C]	630000	52500	12116
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	660000	55000	12694

Pay Grade Level: BD13

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	288000	24000	5539
HRA(B)	144000	12000	2770
Other Allowances (C)	258000	21500	4962
Net Salary (Take Home) [A+B+C]	690000	57500	13271
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	720000	60000	13849



Pay Grade Level: BD14

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	312000	26000	6000
HRA(B)	156000	13000	3000
Other Allowances (C)	282000	23500	5424
Net Salary (Take Home) [A+B+C]	750000	62500	14424
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	780000	65000	15002

Pay Grade Level: BD15

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	336000	28000	6462
HRA(B)	168000	14000	3231
Other Allowances (C)	306000	25500	5885
Net Salary (Take Home) [A+B+C]	810000	67500	15578
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	840000	70000	16156



Pay Grade Level: BD16

Salary Components	Annual (Rs)	Monthly (Rs)	Weekly (Rs)
Basic Pay (A)	360000	30000	6924
HRA(B)	180000	15000	3462
Other Allowances (C)	330000	27500	6347
Net Salary (Take Home) [A+B+C]	870000	72500	16733
Leave Travel Allowance	15000	1250	289
Deductions & Withholdings			
Towards Security Deposit*	15000	1250	289
Cost to Company	900000	75000	17311

Signature



27/04/21

Name: **Prashant Singh Chandan Rawat**



Jayen Modi Fr. CRCE <jayen.modi@fragnel.edu.in>

Fwd: Mobitrail : IT Security Consultant

1 message

Aaron Colaco <aaroncolaco13@gmail.com>

21 July 2021 at 14:08

To: "jayen.modi@fragnel.edu.in" <jayen.modi@fragnel.edu.in>, "nilesh.patil@fragnel.edu.in" <nilesh.patil@fragnel.edu.in>

----- Forwarded message -----

From: **Deepika Jindal** <deepika@mobitrail.com>

Date: Tue, 20 Jul 2021, 9:06 pm

Subject: Mobitrail : IT Security Consultant

To: Aaron Colaco <aaroncolaco13@gmail.com>

Cc: Namrata Kedia <namrata@mobitrail.com>

Dear Aaron,

We are pleased to offer you the position of IT Security Consultant at MobiTrail.

You shall be hired as a professional consultant and your monthly fees will be Rs 15000/- which will be payable after a deduction of 10% TDS which can be claimed while filing your tax returns.

Kindly confirm your acceptance of the offer and do let me know if you have any queries.

Thanks & Regards,
Deepika Jindal

RPA Infotech India Pvt Ltd

Simplifying Digital Transformation

Web: www.rpainfotech.com



March 6, 2021

Prashant Singh Chandan Rawat
Building No 1, A/302, Adarsh Park
Khambalpada, Dombivli East
VTC Kalyan, PO Tilaknagar
Thane, Maharashtra

Dear Prashant,

JOB OFFER

RPA Infotech India Pvt. Ltd. (the company) is pleased to offer you a job as a **"Trainee (Business Development)"**. We trust that your knowledge, skills, and experience will be among our most valuable assets.

The terms and conditions of your employment with the company are as follows, effective from the date of joining the company:

Duties

You will be responsible for performing services for the company as assigned. You will comply with the rules and regulations and procedures of the company. During your employment you shall not directly or in-directly engage in any conduct adverse to the best interest of the company.

CTC

Your CTC will be Rs. 1,44,000/- per annum inclusive of Statutory deductions, Taxes, Annual Benefits, etc.

Assignment of Intellectual Property

During your tenure with the company, you shall disclose and assign to RPA Infotech as its exclusive property, all developments developed or conceived by you solely or jointly with others that are related to the Company's business or that results from work that you perform for the company or using the company's equipment, supplies of facilities and shall comply with the policies of the company in relation to Intellectual Property.

Confidentiality

In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the company. Therefore, please ensure that you maintain as secret and confidential, all confidential information and shall not use or disclose any such confidential information except as may be required under obligation of law or as may be required by RPA Infotech and in the course of your employment. This covenant shall endure during your employment (irrespective of the circumstances of, or the reasons for, the cessation).

Probation

You will be on probation for 6 months. On successful completion of your probation, you will automatically be considered as confirmed employee and no fresh concurrence/ communication in this regard will be needed/ provided.

Background and Reference Check

3rd Floor, IRIS Tech Park, Sector 48
Sohna Road, Gurugram-122018
CIN-U72900HR2020PTC085013

Ph: +91 9828358065, 9667643140
Email: info@rpainfotech.com

USA: +1 917 688 4211
UK: +44 20 32908184

The company will undertake the background verification/ validation process of employees in terms of education, previous employment(s), claims made against achievements in the resumes/ CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of requisite documents to facilitate the joining and background verification process.

Notice Period

Your employment with the Company can also be terminated either by the Company or by you by giving the other party two-month advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents, and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

Non-Compete

In the course of your employment with the company you will be providing services to customers or clients of the company during which process you would be handling sensitive information including but not limited to key customers of the company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that confidential information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the company. You confirm that for a period of six months after separation of your employment from the company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity presenting the company during the six months preceding the date of separation.

Mobility

The company may require you to perform duties and undertake assignments for the company in any part of India or abroad, whether at the company's premises or that of its customers/ clients. You are also liable to be transferred to any office or branch of the company anywhere in India or abroad. During deputation to any customer/ client's premises you shall abide by the terms and conditions pertaining to such premises.

Deputation/ Transfer

Company may also depute you to work with any of the Group companies or transfer your services to any Group company. On such transfer of your employment, the present terms and conditions will cease, and the employment will be governed by the terms of employment of the company you are transferred to. You shall however be entitled to continuity of service.

Agreements

You may be required to sign necessary agreements with the company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company. You may also be required to sign other Agreements with the company, as the company may decide from time to time, to secure the interests of the company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the company.

Retirement

You will retire on the last day of the month in which you complete 60 years of age.

RPA Infotech India Pvt Ltd

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Working Hours & Weekly off

Your working hours will be fixed subject to the actual timings of duty being fixed by the management from time to time. You may be transferred from one shift to another as and when applicable and as may be required to work for extra hours in case of requirement by your superiors in the interest of the company's work.

Indemnity

You agree to defend, indemnify, and hold RPA Infotech or its Client/s harmless from any and all claims, damages, liability, legal fees and expenses on account of your failure to satisfy any of your obligations under this work assignment letter or for misconduct or for violation of any law or creation of any legal liability by you.

General Conduct, Rules & Regulations

You will be governed by the various rules, regulations and service conditions that are in force or may be framed or amended by the Company from time to time. During the employment with the Company, you will also be governed by the Company's policies and rules regarding attendance, leave, disciplinary actions policy, and all other policies and procedures, which are in place or which may be in place from time to time.

We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered, and which may relate to or affect your commitments under this agreement.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/ Member/ Employee of any other organization or entity engaged in any form of business activity without the consent of RPA Infotech India Pvt Ltd. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

We at RPA Infotech hope that you will accept this job offer and look forward to welcoming you aboard. Feel free to call us if you have questions or concerns.

Sincerely,

For RPA Infotech India Pvt Ltd.

I accept the offer letter.

Signature
Date