

### Placement and Higher Studies Details - 2021-22

#### 5.2.1 - Percentage of placement of outgoing students and students progressing to higher education during the last five years

Sr. No.	Academic Year (A.Y.)	Name of Student Placed / Enrolling into Higher Education & Contact Details	Programme Graduated from	Name of Employer with Contact Details / Name of Institution Joined	Pay package at appointment (in INR per annum) Applicable for Students who got Placement / Name of programme Admitted to (Applicable for Students who Progressed to Higher Education)	Indexing Page No.
<b>Students who got Placement for Academic Year (A.Y.) 2021 - 2022</b>						
1	2021 - 2022	Shettigar Dhananjay B.K. 9833189615 crce.8702.it@gmail.com	B.E. (Information Technology)	Juspay Technologies Pvt. Ltd., No. 444 Stallion Business Center, 18th Main, 6th Block, Koramangala, Bengaluru - 560095 (Karnataka).	27.00	13
2	2021 - 2022	Patil Varad Rajesh 8975659822 crce.8688.it@gmail.com	B.E. (Information Technology)	Interview Street Technologies Pvt. Ltd., No. 102, Eastland Citadel, 2nd Floor, Madiwala Check Post, Hosur, Bengaluru - 560029 (Karnataka).	15.45	15
3	2021 - 2022	Tripathi Sudheer Vijaykumar 8655723990 crce.8646.ce@gmail.com	B.E. (Computer Engineering)	Clear Glass Analytics Ltd., Flat No. G-3, No. 4, 19th Main Aheralli, Subramanya Post, Bengaluru - 560601 (Karnataka).	13.60	28
4	2021 - 2022	Agrawal Isha Sameer 7738983701 crce.8585.ce@gmail.com	B.E. (Computer Engineering)	JP Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104 (Maharashtra).	12.00	31
5	2021 - 2022	Iyer Sahaana Chandramoulee 9987752158 crce.8609.ce@gmail.com	B.E. (Computer Engineering)	JP Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104 (Maharashtra).	12.00	47
6	2021 - 2022	Mishra Vinayak Shyamsunder 9699465391 crce.8620.ce@gmail.com	B.E. (Computer Engineering)	JP Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104 (Maharashtra).	12.00	63
7	2021 - 2022	Ninan Nijo Saju Jancy 7507041788 crce.8624.ce@gmail.com	B.E. (Computer Engineering)	JP Morgan Chase (India) Pvt. Ltd., Prism Tower, Level 9 to 11, Link Road, Mindspace, Goregaon (W), Mumbai - 400104 (Maharashtra).	12.00	79
8	2021 - 2022	Rumao Gladden Mathew 7448249452 crce.8636.ce@gmail.com	B.E. (Computer Engineering)	Barclays Investment Bank, B-6, Nirlon Business IT Knowledge Park, Goregaon (W), Mumbai - 400063 (Maharashtra).	11.73	94
9	2021 - 2022	Dias Mario Jonas Delsia 9657537549 crce.8599.ce@gmail.com	B.E. (Computer Engineering)	United Bank of Switzerland (UBS), 3/F, 2 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	10.50	116
10	2021 - 2022	Reddy Ganesh Bheemesh 8169281151 crce.8631.ce@gmail.com	B.E. (Computer Engineering)	United Bank of Switzerland (UBS), 3/F, 2 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	10.50	130
11	2021 - 2022	Chatterjee Saptarshi 8017207392 crce.8535.elec@gmail.com	B.E. (Electronics Engineering)	United Bank of Switzerland (UBS), 3/F, 2 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	10.50	144
12	2021 - 2022	Biswas Simran Amit 9890371279 crce.8591.ce@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	10.00	157

  
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13	2021 - 2022	Dsa Nigel Godfrey 8169805640 crce.8601.ce@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	10.00	159
14	2021 - 2022	Lopes Princely Jonas 8551866984 crce.8613.ce@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	10.00	161
15	2021 - 2022	Nunes Calvin Leo Johana 7028622373 crce.8625.ce@gmail.com	B.E. (Computer Engineering)	Dolat Capital Market Pvt. Ltd., 20 Rajabhadur Mansion, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai - 400023 (Maharashtra).	10.00	163
16	2021 - 2022	Tripathi Richa Vijendra 7045898193 crce.8578.elec@gmail.com	B.E. (Electronics Engineering)	Morningstar India Pvt. Ltd., 9th Floor, Platinum Technopark, Plot No. 17/18, Sector 30A, Vashi, Navi Mumbai - 400705 (Maharashtra).	8.68	165
17	2021 - 2022	Agarwal Mayur Dinesh 9619585015 crce.8584.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	170
18	2021 - 2022	Bilonikar Shreya Kailas 9619864294 crce.8590.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	171
19	2021 - 2022	Dsilva Celine Leonard 7709863042 crce.8602.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	172
20	2021 - 2022	George Ron Shaju 7875121072 crce.8605.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	173
21	2021 - 2022	Mascarenhas Samantha 9765197281 crce.8617.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	174
22	2021 - 2022	Sharma Sheetal Tarsam 9969599574 crce.8639.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	176
23	2021 - 2022	Tijo Kottadyil Thomas 9594302176 crce.8644.ce@gmail.com	B.E. (Computer Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	177
24	2021 - 2022	Pandita Manik Makhan Lal 9309118239 crce.8417.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	179
25	2021 - 2022	Babar Mahesh Dattatraya 7721819521 crce.8652.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	182
26	2021 - 2022	Bauskar Ridhi Lalitkumar 7410791284 crce.8653.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	185

  
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27	2021 - 2022	Dsa Aaron Mario Sunil 9082523526 crce.8662.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	188
28	2021 - 2022	Farooqui Umayr Shahid 7798827011 crce.8666.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	191
29	2021 - 2022	Fernandes Manuel Velia 8828370091 crce.8668.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	192
30	2021 - 2022	Fernandes Mareena Mark 8369473897 crce.8669.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	195
31	2021 - 2022	Mehta Aksh Dhawal 9969305847 crce.8684.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	198
32	2021 - 2022	Monteiro Leandra Leo 9673378844 crce.8687.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	201
33	2021 - 2022	Subramanian Aditya 9930143599 crce.8706.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	204
34	2021 - 2022	Joshi Sonali Kirtinandan 9637841609 crce.8772.it@gmail.com	B.E. (Information Technology)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	207
35	2021 - 2022	Chakkalakkal Sani Anto 9167612330 crce.8534.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	210
36	2021 - 2022	Nair Dhiraj Jayabasker 9619256678 crce.8552.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	211
37	2021 - 2022	Pandey Aditya Shashi 9518523406 crce.8557.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	214
38	2021 - 2022	Rathod Kiran Subhash 9768143845 crce.8562.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	217
39	2021 - 2022	Rathod Sandeep Ravsaheb 9923577080 crce.8563.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	220
40	2021 - 2022	Rodrigues Sylvester Rozario 7738742709 crce.8567.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	223

  
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41	2021 - 2022	Sawant Tanmayee Ashish 9819959851 crce.8569.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	226
42	2021 - 2022	Sharma Nikhil Ram Kumar 8779667812 crce.8570.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	229
43	2021 - 2022	Shetty Shamita Eknath 9920423825 crce.8572.elec@gmail.com	B.E. (Electronics Engineering)	Quantiphi Analytics Solutions Pvt. Ltd., 504, Quantum Towers, Ram Baug, Behind State Bank Of India, Malad (W), Mumbai – 400064.	8.50	232
44	2021 - 2022	Aloj Hansie Dilip Clema 7020011979 crce.8588.ce@gmail.com	B.E. (Computer Engineering)	Wissen Infotech Services Pvt. Ltd., 176 Adarsh Eco Place, 4th Floor, KIADB EPIP 2nd Phase, Whitefield, Bengaluru - 560066 (Karnataka).	8.00	235
45	2021 - 2022	Hodges Lyndon Luke Allen 9920915191 crce.8608.ce@gmail.com	B.E. (Computer Engineering)	Wissen Infotech Services Pvt. Ltd., 176 Adarsh Eco Place, 4th Floor, KIADB EPIP 2nd Phase, Whitefield, Bengaluru - 560066 (Karnataka).	8.00	243
46	2021 - 2022	Yadav Ayush Ramkaran 9004550266 crce.8648.ce@gmail.com	B.E. (Computer Engineering)	Deloitte Touche Tohmatsu India LLP, IndiaBulls Finance Centre, Tower 3, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (Maharashtra).	8.00	263
47	2021 - 2022	Acharya Shresht Keshav 8169649751 crce.8649.it@gmail.com	B.E. (Information Technology)	Wissen Infotech Services Pvt. Ltd., 176 Adarsh Eco Place, 4th Floor, KIADB EPIP 2nd Phase, Whitefield, Bengaluru - 560066 (Karnataka).	8.00	268
48	2021 - 2022	Braganza Tanisha Harry 9175565304 crce.8656.it@gmail.com	B.E. (Information Technology)	Wissen Infotech Services Pvt. Ltd., 176 Adarsh Eco Place, 4th Floor, KIADB EPIP 2nd Phase, Whitefield, Bengaluru - 560066 (Karnataka).	8.00	276
49	2021 - 2022	Sankpal Yash Sandeep 9987214121 crce.8695.it@gmail.com	B.E. (Information Technology)	Wissen Infotech Services Pvt. Ltd., 176 Adarsh Eco Place, 4th Floor, KIADB EPIP 2nd Phase, Whitefield, Bengaluru - 560066 (Karnataka).	8.00	284
50	2021 - 2022	Ferreira Orvell Vijay 8554961562 crce.8671.it@gmail.com	B.E. (Information Technology)	Amazon Data Services (India) Pvt. Ltd., Ground Floor, Eros Plaza, Eros Corporate Centre, Nehru Place, New Delhi - 110019 (Delhi NCR).	7.71	292
51	2021 - 2022	Pothen Tresa Kurien Mini 9324120753 crce.8629.ce@gmail.com	B.E. (Computer Engineering)	IDFC First Bank, Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	7.50	302
52	2021 - 2022	Purohit Suryansh Bhupesh 7045089522 crce.8630.ce@gmail.com	B.E. (Computer Engineering)	CarWale, 12th Floor, Vishwaroop IT Park, Sector 30 A, S. Pranavanandji Marg, Vashi, Navi Mumbai - 400705 (Maharashtra).	7.50	316
53	2021 - 2022	Shetty Sanath Krishna 7303082414 crce.8640.ce@gmail.com	B.E. (Computer Engineering)	CarWale, 12th Floor, Vishwaroop IT Park, Sector 30 A, S. Pranavanandji Marg, Vashi, Navi Mumbai - 400705 (Maharashtra).	7.50	319
54	2021 - 2022	Tomar Ayush Devendra 9136114886 crce.8645.ce@gmail.com	B.E. (Computer Engineering)	CarWale, 12th Floor, Vishwaroop IT Park, Sector 30 A, S. Pranavanandji Marg, Vashi, Navi Mumbai - 400705 (Maharashtra).	7.50	322

  
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55	2021 - 2022	Domingo Aaron Allan 8850465403 crce.8763.ce@gmail.com	B.E. (Computer Engineering)	IDFC First Bank, Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	7.50	323
56	2021 - 2022	Khanna Saloni Sumit 8796123583 crce.8676.it@gmail.com	B.E. (Information Technology)	IDFC First Bank, Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	7.50	337
57	2021 - 2022	Tripathi Ajay Subhash Chand 9419175819 crce.8708.it@gmail.com	B.E. (Information Technology)	Capgemini Technology Services (India) Pvt. Ltd., Capgemini Knowledge Park SEZ, IT3/IT4, Thane – Belapur Road, Navi Mumbai – 400708.	7.50	351
58	2021 - 2022	Nair Kailas Nandakumar 8104026359 crce.8553.elec@gmail.com	B.E. (Electronics Engineering)	IDFC First Bank, Naman Chambers, C 32, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 (Maharashtra).	7.50	354
59	2021 - 2022	Chaube Nitin Sunil 7021027955 crce.8593.ce@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej One, 11th Floor, South Zone, Vikhroli (E), Mumbai - 400079.	7.00	369
60	2021 - 2022	Mascarenhas Nicola Mary 9819370463 crce.8615.ce@gmail.com	B.E. (Computer Engineering)	TCS Digital, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	7.00	395
61	2021 - 2022	Nadar Justin Sureshkumar 9082438194 crce.8621.ce@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej One, 11th Floor, South Zone, Vikhroli (E), Mumbai - 400079.	7.00	415
62	2021 - 2022	Phadakale Divita Chandrakant 8605055494 crce.8626.ce@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej One, 11th Floor, South Zone, Vikhroli (E), Mumbai - 400079.	7.00	441
63	2021 - 2022	Potdukhe Karishma Sanjeev 9869071970 crce.8628.ce@gmail.com	B.E. (Computer Engineering)	Teachers' Insurance & Annuity Association of America (TIAA), Godrej One, 11th Floor, South Zone, Vikhroli (E), Mumbai - 400079.	7.00	467
64	2021 - 2022	Rolwyn Raju Julie 9004716115 crce.8634.ce@gmail.com	B.E. (Computer Engineering)	TCS Digital, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	7.00	493
65	2021 - 2022	Varghese Albyn Alex 9594360532 crce.8581.elec@gmail.com	B.E. (Electronics Engineering)	TCS Digital, Yantra Park (STPI), 2 <sup>nd</sup> Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	7.00	513
66	2021 - 2022	Dubey Amit Radheshyam 9833392369 crce.8498.pe@gmail.com	B.E. (Production Engineering)	TCS Digital, Yantra Park (STPI), 2 <sup>nd</sup> Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	7.00	532
67	2021 - 2022	Mohammed Danish Zahid 9523283363 crce.8683.it@gmail.com	B.E. (Information Technology)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	6.75	552
68	2021 - 2022	Sadhu Arpan Bobby 6005297603 crce.8637.ce@gmail.com	B.E. (Computer Engineering)	Publicis Sapient Consulting Pvt. Ltd., Urmi Estate, Tower A, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013	6.50	561

  
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69	2021 - 2022	Pujari Rahul Babu 7045727662 crce.8691.it@gmail.com	B.E. (Information Technology)	Publicis Sapient Consulting Pvt. Ltd., Urmi Estate, Tower A, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013	6.50	563
70	2021 - 2022	Pathan Rehan Salim 8976767039 crce.8753.elec@gmail.com	B.E. (Electronics Engineering)	Publicis Sapient Consulting Pvt. Ltd., Urmi Estate, Tower A, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai – 400013	6.50	565
71	2021 - 2022	Dmello Swijel Peter 9359266866 crce.8660.it@gmail.com	B.E. (Information Technology)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	567
72	2021 - 2022	Lobo Robin Charles 8766812179 crce.8679.it@gmail.com	B.E. (Information Technology)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	570
73	2021 - 2022	Rego Hanita Herald 8850367683 crce.8693.it@gmail.com	B.E. (Information Technology)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	573
74	2021 - 2022	Shaikh Ayaan Atiquddin 7506141217 crce.8700.it@gmail.com	B.E. (Information Technology)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	576
75	2021 - 2022	Shetty Ninad Avinash 8451941231 crce.8704.it@gmail.com	B.E. (Information Technology)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	579
76	2021 - 2022	Fernandes Kraig Klien 9930741174 crce.8540.elec@gmail.com	B.E. (Electronics Engineering)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	582
77	2021 - 2022	Colaco Raj Prakash 9673179079 crce.8596.ce@gmail.com	B.E. (Computer Engineering)	MAQ India Pvt. Ltd., 201 Meadows, Sahar Plaza on Andheri - Kurla Road, Andheri (E), Mumbai - 400059 (Maharashtra).	6.00	585
78	2021 - 2022	Rede Praditi Pramod 7588864085 crce.8632.ce@gmail.com	B.E. (Computer Engineering)	Zeus Learning Pvt. Ltd., 1402, Tower B, Peninsula Business Park, Ganapatrao Kadam Marg, Lower Parel, Mumbai – 400013.	6.00	586
79	2021 - 2022	Mistry Kamlesh Bhawarlal 7715070860 crce.8686.it@gmail.com	B.E. (Information Technology)	Zeus Learning Pvt. Ltd., 1402, Tower B, Peninsula Business Park, Ganapatrao Kadam Marg, Lower Parel, Mumbai – 400013.	6.00	590
80	2021 - 2022	Almeida Clayton Denis 8007219906 crce.8587.ce@gmail.com	B.E. (Computer Engineering)	Xoriant Solutions Pvt. Ltd., SEZ Unit 2, 7th Floor, IT Building, Qubix Business Park Pvt. Ltd., Hinjewadi, Pune - 411057 (Maharashtra).	5.50	594
81	2021 - 2022	Dcruz Smith Richard 8698471140 crce.8598.ce@gmail.com	B.E. (Computer Engineering)	Xoriant Solutions Pvt. Ltd., SEZ Unit 2, 7th Floor, IT Building, Qubix Business Park Pvt. Ltd., Hinjewadi, Pune - 411057 (Maharashtra).	5.50	607
82	2021 - 2022	Kshirsagar A Dayanand 8169633253 crce.8765.ce@gmail.com	B.E. (Computer Engineering)	Xoriant Solutions Pvt. Ltd., SEZ Unit 2, 7th Floor, IT Building, Qubix Business Park Pvt. Ltd., Hinjewadi, Pune - 411057 (Maharashtra).	5.50	617

  
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83	2021 - 2022	Keni Ganeshprasad 8149329269 crce.8675.it@gmail.com	B.E. (Information Technology)	Xoriant Solutions Pvt. Ltd., SEZ Unit 2, 7th Floor, IT Building, Qubix Business Park Pvt. Ltd., Hinjewadi, Pune - 411057 (Maharashtra).	5.50	628
84	2021 - 2022	Darjee Smeet Ashwin 9869773864 crce.8718.pe@gmail.com	B.E. (Production Engineering)	Kansai Nerolac Paints Ltd., Nerolac House, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013 (Maharashtra).	5.25	638
85	2021 - 2022	Jalgaonkar Omkar Ratnakar 9867960236 crce.8724.elec@gmail.com	B.E. (Production Engineering)	Kansai Nerolac Paints Ltd., Nerolac House, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013 (Maharashtra).	5.25	641
86	2021 - 2022	Colaco Pierre Francis 9503352667 crce.8768.it@gmail.com	B.E. (Information Technology)	Ugam Solutions Pvt. Ltd., 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (W), Mumbai - 400013 (Maharashtra).	5.00	644
87	2021 - 2022	Rodrigues Asiayal Anilbasil 7738989724 crce.8566.elec@gmail.com	B.E. (Electronics Engineering)	Reliance Reliance Jio Infocom (India) Pvt. Ltd., Reliance Corporate Park, MIDC Industrial Area, Ghansoli, Navi Mumbai - 400701 (Maharashtra).	5.00	648
88	2021 - 2022	Parekh Kaushil Vikram 7021223916 crce.8751.elec@gmail.com	B.E. (Electronics Engineering)	Reliance Reliance Jio Infocom (India) Pvt. Ltd., Reliance Corporate Park, MIDC Industrial Area, Ghansoli, Navi Mumbai - 400701 (Maharashtra).	5.00	667
89	2021 - 2022	Phansekar Tanvi Jagdish 9594246429 crce.8754.elec@gmail.com	B.E. (Electronics Engineering)	Zeus Learning Pvt. Ltd., 1402, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013.	4.80	668
90	2021 - 2022	Nar Shubham Sharad 8691899483 crce.8516.pe@gmail.com	B.E. (Production Engineering)	Larsen & Toubro (L&T), Gate No. 1, Saki Vihar Road, Krishna Nagar, Powai, Mumbai - 400072, Maharashtra (India).	4.59	672
91	2021 - 2022	Mattoo Ayush Rajkumar 9682195249 crce.8682.it@gmail.com	B.E. (Information Technology)	GEP, 13th Floor, Building No. 3, Gigaplex Estate, Plot No. 5, Airoli Knowledge Park, Airoli, Navi Mumbai - 400708 (Maharashtra).	4.50	673
92	2021 - 2022	Pereira Fatima Felix 8767135937 crce.8690.it@gmail.com	B.E. (Information Technology)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai - 400079 (Maharashtra).	4.50	677
93	2021 - 2022	Ghadi Tanmay Rajendra 9819494287 crce.8541.elec@gmail.com	B.E. (Electronics Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai - 400079 (Maharashtra).	4.50	686
94	2021 - 2022	Shah Vaibhav Pankaj 7977153276 crce.8529.pe@gmail.com	B.E. (Production Engineering)	Portescap India Pvt. Ltd., Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400096, Maharashtra (India).	4.50	695
95	2021 - 2022	Miranda Eric Floyd Russel 9769519416 crce.8730.pe@gmail.com	B.E. (Production Engineering)	Portescap India Pvt. Ltd., Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400096, Maharashtra (India).	4.50	696
96	2021 - 2022	Bhosale Hardik Mohan 8655642641 crce.8715.pe@gmail.com	B.E. (Production Engineering)	Portescap India Pvt. Ltd., Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400096, Maharashtra (India).	4.50	697

  
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97	2021 - 2022	Mohane Chaitanya C. 8805788000 crce.8773.it@gmail.com	B.E. (Information Technology)	MAQ India Pvt. Ltd., 201 Meadows, Sahar Plaza on Andheri - Kurla Road, Andheri (E), Mumbai - 400059 (Maharashtra).	4.32	698
98	2021 - 2022	Chaudhary Sufyan Ahmed 8108910739 crce.8743.elec@gmail.com	B.E. (Electronics Engineering)	Godrej & Boyce Manufacturing Company Ltd., Pirojshahnagar, Vikhroli (E), Mumbai - 400079 (Maharashtra).	4.32	700
99	2021 - 2022	Dodti Nash Michael 9921052678 crce.8600.ce@gmail.com	B.E. (Computer Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	705
100	2021 - 2022	Dsilva Novia Vijay 9604124912 crce.8663.ce@gmail.com	B.E. (Computer Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra). GenC	4.01	715
101	2021 - 2022	Bhalgamiya Meet Shashikant 7045384435 crce.8654.it@gmail.com	B.E. (Information Technology)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	724
102	2021 - 2022	Tiwari Deepak Jayprakash 8806829770 crce.8707.it@gmail.com	B.E. (Information Technology)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	726
103	2021 - 2022	Fargose Jerison Julius 8999255366 crce.8771.it@gmail.com	B.E. (Information Technology)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	728
104	2021 - 2022	Dhamankar Atharva D. 9167566493 crce.8538.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	737
105	2021 - 2022	Malvankar Vaishnav Milind 9769839583 crce.8550.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	739
106	2021 - 2022	Manoah Jeyaraj Rani 9323119992 crce.8551.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	741
107	2021 - 2022	Patil Ritika Rajesh 7710971931 crce.8559.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	743
108	2021 - 2022	Pillai Joy Joseph Shankar 7678008721 crce.8561.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	752
109	2021 - 2022	Sharma Prisha Jai 8291001034 crce.8571.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	754
110	2021 - 2022	Shrawne Samruddhi Chetan 9769165837 crce.8573.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	756

  
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111	2021 - 2022	Singh Trisha Rajesh 9821584689 crce.8576.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	758
112	2021 - 2022	Tyagi Jyoti Ashok Kumar 7738458979 crce.8579.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	759
113	2021 - 2022	Vishwakarma Saurabh J. 8369577568 crce.8583.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	760
114	2021 - 2022	Darji Dhruvil Bharatkumar 8082408507 crce.8744.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	769
115	2021 - 2022	Golampalle Khushboo Surya 8451885737 crce.8745.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	770
116	2021 - 2022	Kothavale Mrunal Pradip 8291430288 crce.8749.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	771
117	2021 - 2022	Mehrotra Ritik Mudit 9769120459 crce.8750.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	772
118	2021 - 2022	Lochan Chitnis Kanchan 8291053872 crce.8536.elec@gmail.com	B.E. (Electronics Engineering)	Cognizant Technology Solutions, Kensington A Wing, Hiranandani Business Park, Powai, Mumbai – 400076 (Maharashtra).	4.01	774
119	2021 - 2022	Koli Maxson Mozes 7738616620 crce.8748.elec@gmail.com	B.E. (Electronics Engineering)	Capgemini Technology Services (India) Pvt. Ltd., Capgemini Knowledge Park SEZ, IT3/IT4, Thane – Belapur Road, Navi Mumbai – 400708.	4.00	776
120	2021 - 2022	Sahani Jyoti Satyaprakash 8291122495 crce.8755.elec@gmail.com	B.E. (Electronics Engineering)	Ugam Solutions Pvt. Ltd., 31st Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (W), Mumbai – 400013 (Maharashtra).	4.00	779
121	2021 - 2022	Vagade Tejas Baban 9869713798 crce.8761.elec@gmail.com	B.E. (Electronics Engineering)	Capgemini Technology Services (India) Pvt. Ltd., Capgemini Knowledge Park SEZ, IT3/IT4, Thane – Belapur Road, Navi Mumbai – 400708.	4.00	782
122	2021 - 2022	Godinho Joshua Joaquim 9769496112 crce.8607.ce@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	3.83	785
123	2021 - 2022	Mangalorkar Krish Sunil 9867783221 crce.8614.ce@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	3.83	794
124	2021 - 2022	Mascarenhas Nisha Nitin 8369302010 crce.8616.ce@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	3.83	803

  
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125	2021 - 2022	Menezes Tristan Thomas 8424986506 crce.8619.ce@gmail.com	B.E. (Computer Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	3.83	812
126	2021 - 2022	Thakur Gautami Rajesh 9833313047 crce.8577.elec@gmail.com	B.E. (Electronics Engineering)	Accenture Services Pvt. Ltd., Plant No. 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (W), Mumbai – 400079 (Maharashtra).	3.83	821
127	2021 - 2022	Hegde Chirag Sunil 8291253415 crce.8543.elec@gmail.com	B.E. (Electronics Engineering)	Wipro Infotech (India) Pvt. Ltd., Bandstand, 4 Lands End, Byramjee Jeejebhoy Road, Bandra (W), Mumbai - 400050 (Maharashtra).	3.50	822
128	2021 - 2022	Mendonca Carol Sierra 8097174792 crce.8618.ce@gmail.com	B.E. (Computer Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	3.36	832
129	2021 - 2022	Fernandes Joel Syrus John 8693861320 crce.8667.it@gmail.com	B.E. (Information Technology)	Oracle Financial Services Software Limited (OFSS), Oracle Park, Off WEH, Goregaon (E), Mumbai – 400063 (Maharashtra).	6.45	852
130	2021 - 2022	Kiran Nishit Sudhir 9869154369 crce.8532.elec@gmail.com	B.E. (Electronics Engineering)	TCS Ninja, Yantra Park (STPI), 2nd Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	3.36	855
131	2021 - 2022	Chawla Girish Bharatlal 7738983800 crce.9495.pe@gmail.com	B.E. (Production Engineering)	TCS Ninja, Yantra Park (STPI), 2 <sup>nd</sup> Pokharan Road, Opposite HRD Voltas Center, Subhash Nagar, Thane – 400601 (Maharashtra).	3.36	875
132	2021 - 2022	Nirmal Parth Bipinchandra 9022690858 crce.8554.elec@gmail.com	B.E. (Electronics Engineering)	Atos Syntel (India) Ltd., Unit No. 69, SDF 3, SEEPZ, Andheri (E), Mumbai - 400069 (Maharashtra).	3.01	894
133	2021 - 2022	Rane Sameeksha Pravin 9969536013 crce.8692.it@gmail.com	B.E. (Information Technology)	Idfy (Baldor Technologies Pvt. Ltd.), Office 4-F, Rushabh Chambers, Plot No. 609, Marol Naka, Andheri (E), Mumbai - 400059 (Maharashtra).	3.00	896
134	2021 - 2022	Juthani Parva Ketan 8286424246 crce.8674.it@gmail.com	B.E. (Information Technology)	CRMNext, Acidaes Solutions Pvt. Ltd., 2 Guru Hargovindji Road, Kajuwadi, Chakala, Andheri (E), Mumbai - 400093 (Maharashtra).	2.40	898
135	2021 - 2022	Shaikh Shoeb Salim 7506489361 crce.8758.elec@gmail.com	B.E. (Electronics Engineering)	Icapo Tech Pvt. Ltd., CM-04, SINE, CSRE Building, Indian Institute of Technology Bombay (IITB), Powai, Mumbai - 400076 (Maharashtra).	2.16	902
136	2021 - 2022	Salian Suneet Satish 7506112925 crce.8756.elec@gmail.com	B.E. (Electronics Engineering)	Trixtor Cyber Solutions Pvt. Ltd., Runwal & Omarkar E-Square, Level 1, Office 104, Sion (E), Mumbai - 400022 (Maharashtra).	1.80	904
137	2021 - 2022	Shayna Nicholas Tuscano 8698665527 crce.8760.elec@gmail.com	B.E. (Electronics Engineering)	Thermovision Technologies (India) Pvt. Ltd., Building No. 2, Raj Prabha Anand Industrial Estate, Naik Pada, Waliv, Vasai (E) - 401208.	1.20	920
138	2021 - 2022	Pai Aditi Balkrishna 9168819832 crce.8766.ce@gmail.com	B.E. (Computer Engineering)	Chenoa Information & Software Services Pvt. Ltd., 5th Floor, Premier House, Central Road, MIDC, Andheri (E), Mumbai - 400093.	0.96	922

**Students Progressing towards Higher Education for Academic Year (A.Y.) 2021 - 2022**

  
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139	2021 - 2022	Chris Jackson Fernandez 8652063938 crce.8603.ce@gmail.com	B.E. (Computer Engineering)	University of California at Davis	M.S. in Computer Science	923
140	2021 - 2022	Ajani Yameen Tanveer 9167293111 crce.8586.ce@gmail.com	B.E. (Computer Engineering)	University of Windsor	M.Sc. in Computer Science	924
141	2021 - 2022	Rahul Santosh Shinde 9869306987 crce.8641.ce@gmail.com	B.E. (Computer Engineering)	University of Southern California	M.S. in Computer Science (Artificial Intelligence)	925
142	2021 - 2022	Sakshi Sunil Ghadigaonkar 9637762627 crce.8606.ce@gmail.com	B.E. (Computer Engineering)	Rutgers University	M.S. in Computer Science (Machine Learning)	926
143	2021 - 2022	Shorn Nelson Correia 8097174792 crce.8762.ce@gmail.com	B.E. (Computer Engineering)	Fanshawe College, London	Business & Information Systems Architecture	927
144	2021 - 2022	Yash Santosh Khasgiwala 7303049998 crce.8612.ce@gmail.com	B.E. (Computer Engineering)	Luddy School of Informatics at Indiana University	M.S. in Data Science (Residential Programme)	928
145	2021 - 2022	Yohann Vijaykumar Nadar 8879125260 crce.8622.ce@gmail.com	B.E. (Computer Engineering)	University College Dublin (UCD)	M.Sc. In Computer Science	929
146	2021 - 2022	Aniruddha Mahesh Chaudhari 9112762000 crce.8594.ce@gmail.com	B.E. (Computer Engineering)	Cleveland State University	M.S. in Information Systems	930
147	2021 - 2022	Castellino Dion Trevor 9892281840 crce.8592.ce@gmail.com	B.E. (Computer Engineering)	Johns Hopkins University	M.S. in Computer Science	931
148	2021 - 2022	Swini Valerian Rodrigues 7028837497 crce.8633.ce@gmail.com	B.E. (Computer Engineering)	Northeastern University, Boston	M.S. in Information Systems	932
149	2021 - 2022	NOEL JAMES MANJU 9619157055 crce.8555.elec@gmail.com	B.E. (Electronics Engineering)	Catholic University of Leuven (KU Leuven)	M.S. in Astronomy & Astrophysics	933
150	2021 - 2022	CHITNIS LOCHAN KANCHAN 8291053872 crce.8536.elec@gmail.com	B.E. (Electronics Engineering)	Clemson University, South Carolina	M.S. in Automotive Engineering	934
151	2021 - 2022	DIAS ASHLYN ASHWIN 7666449056 crce.8539.elec@gmail.com	B.E. (Electronics Engineering)	New Jersey Institute of Technology (NJIT)	M.S.in Engineering Management	935
152	2021 - 2022	OZA RONAK RAJENDRA 9702959710 crce.8556.elec@gmail.com	B.E. (Electronics Engineering)	Northeastern University at Boston	M.S. in Project Management	936

  
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153	2021 - 2022	PATEL VIRAJ GOPAL 9820298863 crce.8752.elec@gmail.com	B.E. (Electronics Engineering)	University of Colorado at Boulder	M.S. in Electrical, Computer & Energy Engineering	937
154	2021 - 2022	SHAH HEENA VINIT 9821433299 crce.8757.elec@gmail.com	B.E. (Electronics Engineering)	Northeastern University at Boston	M.S. in Information Systems	938
155	2021 - 2022	SALIAN KARTIK KISHORE 7303111089 crce.8568.elec@gmail.com	B.E. (Electronics Engineering)	National University of Ireland at Galway	M.S. in Data Analytics in Computer Systems	939
156	2021 - 2022	Dhrumil Jignesh Shah 9870387704 crce.8696.it@gmail.com	B.E. (Information Technology)	North Carolina State University	M.S. in Computer Science	940
157	2021 - 2022	Lance Richard Main 9604465705 crce.8681.it@gmail.com	B.E. (Information Technology)	Northeastern University at Boston	M.S. in Information Systems	941
158	2021 - 2022	Anu Ann Thomas 7738456280 crce.8651.it@gmail.com	B.E. (Information Technology)	Kelley School of Business, Indiana University	M.S. Information Systems	942
159	2021 - 2022	Melita Marcus Japhet 9665960051 crce.8673.it@gmail.com	B.E. (Information Technology)	University at Buffalo at New York	M.S. in Data Science	943
160	2021 - 2022	Dishant Atul Vora 9619239497 crce.8713.it@gmail.com	B.E. (Information Technology)	Carnegie Mellon University, Pennsylvania	M.S. in Information Systems Management	944
161	2021 - 2022	Shubham Sanjay Kaneria 8879541316 crce.8728.pe@gmail.com	B.E. (Production Engineering)	North Carolina State University	M.S. in Supply Chain Engineering & Management	945

  
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**Offer cum Employment Agreement**

January 13, 2022

Dear **Dhananjay Shettigar**,

Thank you for your interest in working for our organization. Having successfully passed the interviews we are pleased to offer you a position with Juspay Technologies Private Limited. It is my pleasure to extend the following offer of employment to you on behalf of Juspay. If you accept this Offer you will be designated as “ **Associate Software Development Engineer**” and you will join us at our Bangalore office.

This Offer will be subject to the execution of the Agreement and the Proprietary Information and Invention Agreement. Your employment with the Company will also be governed by the policies, rules and guidelines of the Company as may be formulated by the Company from time to time.

The overall CTC offered to you is **INR 27,00,000 per Annum (Twenty Seven Lakhs Only)**. Detailed break up available in the Agreement a copy of which has been annexed as Annexure 1 hereto.

This Offer with Juspay is subject to the successful verification of information provided by you.

By accepting this Offer you are also confirming that: -

1. You have terminated your employment with your previous employer (if any) in compliance with their terms and conditions;
2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company;
3. Juspay is not liable for any past dues owed by you as part of termination of any previous employments;
4. You are not bringing in any Intellectual Property that you do not have sole ownership of.

**This Offer will be valid for 1 weeks from the date of this letter. If this Offer is acceptable to you, please convey your acceptance to the Company by (a) email or telephone; and (b) providing a signed copy of this Offer letter by post or email. If we do not hear back from you within a period of 2 weeks from the date of this Offer, this Offer will be deemed to be cancelled and we are not obliged to hold the position open for you.**

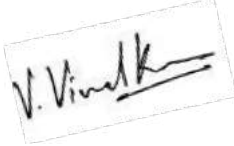
**Due to the pandemic situation we are continuing “Work from Home”, till the further communication. However, being physically present in office totally depends on an individual’s discretion or choice provided they take care of all the necessary precautions and follow the government guidelines related to COVID -19.**

If you accept this Offer you are required to join on **July 01, 2022**. It is clarified that your joining will be subject to the execution of the Agreement and the Proprietary Information and Invention Agreement. If you are unable to report on the Joining Date you are requested to inform the Company in writing of the delay.

The following documents are required to be produced at the time of joining of the Company. Please provide originals and self-attested Xerox copies; originals will be returned after verification.

1. Relieving Letter from all your previous employers;
2. Salary slip or salary certificate from most recent employer;
3. Experience Certificate from all previous employers;
4. Proof of Academic Qualification (Class 10th Equivalent and above);
5. Proof of identity i.e. PAN card, driving license, Electoral card;
6. Photographs (3 copies).

**We take great pleasure in welcoming you to the Company and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit. We hope you will find this Offer acceptable and wait to welcome you to the Juspay family.**



For Juspay Technologies Private Limited  
**Vimal Kumar, Director**

**Acceptance of Offer**

I understand and accept the Offer along with terms and conditions, and annexure(s) set forth herein by signing at the end of this document and here under.

Candidate Signature .....

Name .....

Place and Date .....



**Interview Street Technologies Private Limited**  
No. 102, Eastland Citadel, Second Floor, Madiwala Check Post,  
Hosur Road, Bangalore – 560029. Phone: +91-80-49666800

May 27, 2022

Varad Patil  
A-8, Vatika Apt. Masoli, Dahanu,  
Dist-Palghar, Pin-401602  
varadrpatil27@gmail.com  
9370958807

Re: Offer of Employment by Interview Street Technologies Pvt Ltd d/b/a HackerRank

Dear Varad:

In reference to your interest for working with HackerRank and subsequent interview process, we are pleased to make you an offer of employment with Interview Street Technologies Pvt. Ltd., a company incorporated under the Indian Companies Act 1956, having its principal place of business at No. 102, Eastland Citadel, Second Floor, Hosur Road, Madiwala Checkpost, Bangalore – 560029, Karnataka, India (henceforth referred to as “Company” or “HackerRank”).

Following are the terms and conditions associated with your offer/employment (“Employment Agreement”):

## **ARTICLE I DESIGNATION AND COMPENSATION**

**1.1 Designation and Reporting Manager** - You will be employed in a Intern position as Technical Content Engineer I. You will report to Darshan Suresh, Group Product Manager (“Reporting Manager”).

This designation and/or the reporting manager may be changed at the discretion of the Company depending on the work assigned to you, Company’s business/policy or as per the normal career progression in the Company based on your performance during the course of your employment with the Company.

**1.2 Date of Joining** - November 3, 2022

**1.3 Compensation and Employee Benefits** - You will be paid a starting salary at the rate of ₹15,45,455 per year, payable on HackerRank’s regular payroll schedule. Your compensation also will include a variable component of ₹1,54,545.00 per year, to be paid on a quarterly basis on attainment of goals established by you and your direct reporting manager. Your Total Compensation package (TCTC) in is ₹21,44,850. You will also be eligible to participate in HackerRank’s additional benefits included along with this offer letter.

The aforesaid variable pay shall be subject to your reporting manager's approval on your fulfilment of the requisite criteria, responsibilities and goals which shall be mutually agreed between you and your reporting manager from time to time. The determination of whether such requisite criteria, responsibilities and goals have been fulfilled and the actual amount payable as variable pay shall be decided by the reporting manager in his/her/their sole judgment and shall be final. HackerRank reserves the right to change or otherwise modify, in its sole discretion, the preceding terms of employment.

**1.4 Equity** - Subject to approval of the Board of Directors of Interviewstreet Incorporation, the parent company of Interview Street Technologies Pvt. Ltd., Interviewstreet Incorporation anticipates granting



**Interview Street Technologies Private Limited**  
No. 102, Eastland Citadel, Second Floor, Madiwala Check Post,  
Hosur Road, Bangalore – 560029. Phone: +91-80-49666800

you a non-qualified option to purchase 2,250 shares of common stock in Interviewstreet Incorporation under the terms of Interviewstreet Incorporation’s 2021 Stock Incentive Plan, as described in that plan and the applicable option agreement (the “Option Grant”). The anticipated Option Grant will be governed by the terms and conditions of Your option agreement and will include a four (4) year vesting schedule. The Option Grant will vest 25% of the option shares after twelve (12) months of continuous employment under this Agreement, and the balance will vest in monthly instalments over the next thirty six 36 months as described in the option agreement, subject to Your continuous employment under this Agreement.

**1.5 Retention Bonus** - In addition to the total annual earning, you will also be eligible for a Retention Bonus ₹1,50,000 (“Retention Bonus”) that will be paid to you after your successful completion of one year and a Retention Bonus ₹1,50,000 (“Retention Bonus”) that will be paid to you after your successful completion of two year of continuous employment from your effective date of joining. The total payment of the amount of the Retention Bonus will be made subject to deduction of taxes at source as per applicable law, rules and regulations.





**Interview Street Technologies Private Limited**  
No. 102, Eastland Citadel, Second Floor, Madiwala Check Post,  
Hosur Road, Bangalore – 560029. Phone: +91-80-49666800

## ARTICLE II

### PLACE OF EMPLOYMENT AND TERM OF EMPLOYMENT

- 2.1 Place of Employment** – Your place of employment during the Employment Period shall be remote within India.
- 2.2 Term of Employment** - The Company hereby agrees to employ you in the position set forth in Article I, until your resignation, or your dismissal under the terms of Article 3.2 and Article VI herein (the “Employment Period”), and you hereby agree to serve the Company under the terms set forth in this Employment Agreement.

## ARTICLE III

### SCOPE OF WORK, PROBATION AND BACKGROUND CHECK

- 3.1 Scope of Work** - During the employment period, you shall report to such person as may be notified, from time to time, in writing to you by the Company. During the employment period, you shall have the normal duties, responsibilities and authority of an individual holding the position set forth on Article I you shall also perform such other functions and services that may be assigned by the Company from time to time.
- 3.2 Probation** - You shall be on probation for a period of three (3) months from the date of joining, which may be extended in case of unsatisfactory performance at the discretion of the Company. If your performance is found satisfactory at the end of the probation period, the Company will confirm your services. If your performance is not found satisfactory at the end of the probation period, the Company reserves the right to terminate your employment by giving you a fifteen (15) days notice period or compensation equivalent to 15 (fifteen) days salary, in lieu of the notice period during the probation term.
- 3.3 Background Check** - Your employment with Company is contingent upon satisfactory reference & background checks to be conducted by Company or a third party on behalf of Company. You hereby consent to (i) allow Company or third party on behalf of Company to conduct such background check (ii) furnish all relevant and requisite information as requested by Company or its third-party agent for the purpose of background information (iii) give reasonable access to Company or its third party authorized agent with necessary records and information as required to complete the background verification.

## ARTICLE IV

### TIME TO BE DEVOTED TO EMPLOYMENT

- 4.1 Time to be Devoted to Employment** - During the employment period, you shall devote your professional and business time, attention and energies to your duties and responsibilities as provided hereunder. During the employment period, you shall be exclusively employed by the Company and employee shall not hold any other executive, managerial, consulting, employee or directorial positions or responsibilities in any entity other than the Company without the prior written approval of the Company. You acknowledge that your primary duties are to the Company.



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 No. 102, Eastland Citadel, Second Floor, Madiwala Check Post,  
 Hosur Road, Bangalore – 560029. Phone: +91-80-49666800

## **ARTICLE V REMUNERATION**

- 5.1 Salary** - For the services rendered by you, you shall be paid salary together with applicable benefits, bonus and allowances in accordance with Exhibit B to this employment agreement and the remuneration policy of the Company as amended from time to time.
- 5.2 Taxes** - The payments made to you by the Company for the services rendered to the Company, shall be subject to the withholding of taxes as applicable under the laws in India. You expressly agree that you shall be liable for any income tax and all other applicable taxes arising out of the payments received by such Employee by way of remuneration as stated in this Section 5.2.
- 5.3 Employee Benefits** - You shall be entitled to participate, along with other employees of the Company, in any of the employee benefit and compensation plans as may be generally available to employees of the Company, including, without limitation, medical, health, life and accident insurance plans as maintained by the Company from time to time and as mentioned in Exhibit B of this employment agreement. You will be governed as per the applicable labour laws, i.e. ESI, Provident Fund, Gratuity and labour laws.
- 5.4 Business Expenses** - In accordance with the Company's expense reimbursement policy (as amended from time to time) Company shall reimburse all pre-approved, reasonable and necessary expenses incurred by you in carrying out your duties under this Employment Agreement, including travel and accommodation expenses. You will present monthly to Company an itemised account of such expenses in such form as may be required by Company.

## **ARTICLE VI SEPARATION OF EMPLOYMENT**

- 6.1 Dismissal for Cause** - Unless otherwise provided below, you may be dismissed for Cause following notice to you or your representatives. For purposes of this Employment Agreement, the term "Cause" shall mean:
- a) The commission by you of an act constituting common law fraud or a felony against the Company or any of its employees;
  - b) Any crime which involves dishonesty or moral turpitude in the course of your employment or theft of the Company's assets;
  - c) Violation of the Company's policies regarding controlled substances which is not cured within thirty (30) days after written notice thereof to you;
  - d) The willful failure by you to substantially perform your duties hereunder for reasons other than death or disability which is not cured within 30 days after written notice thereof to You;
  - e) Employee's willfully or intentionally acting in any way, with the intent to harm the Company, which has a direct, substantial and adverse effect on the Company's reputation or business prospects;
  - f) Any breach by you of the provisions of Article VIII hereof; or
  - g) Any breach by you of any agreement, representation, warranty or covenant set forth in this Employment Agreement, other than those set forth above in this Section 6.1.



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**6.2** Company may terminate this Employment Agreement, without assigning any reasons, (i) upon thirty (30) days written a notice to you or (ii) salary in lieu of the notice period.

You may resign or terminate this Employment Agreement upon thirty (30) days written a notice to Company. Any waiver to this notice period shall be subject to (i) Company's sole discretion and/or (ii) prorated recovery of the salary payable to you for the duration of the notice period that is waived by the Company.

## **ARTICLE VII OBLIGATIONS UPON SEPARATION**

### **7.1 Obligations Upon Separation -**

- a)** Compensation Payments - Upon separation from the Company by you, the Company shall pay to you, in a lump sum, an amount equal to any salary which is accrued but unpaid through the date of separation together with unreimbursed pre-approved costs and Business Expenses incurred by you in the course of your employment.
- b)** Recovery - In addition to any other remedies available to Company under this Employment Agreement or law, The Company reserves the right to recover any outstanding amount or costs due from you to Company (if any) which includes but not limiting to costs of assets (tangible or intangible) not handed over to Company upon separation, salary payable to Employee for the portion of the notice period not served in accordance with this Employment Agreement, unpaid loans taken from Company, cost incurred by Company for causing loss to Company's properties (tangible or intangible) due to your misconduct under Section 6.1 and such other costs arising from your non-fulfillment of the obligations under this Section.
- c)** Death - This Employment Agreement shall automatically terminate (and the employment of you hereunder automatically shall stand concluded) immediately in the event of your death during the Employment Period without further obligations; provided, however, that the Company shall pay to Your spouse or such other person so nominated by you, any payments due to you under Section 7.1(a). You may also claim applicable insurance benefits as mentioned in Exhibit B of the Employment Agreement from the relevant third-party insurance providers.
- d)** Permanent Disability - When your employment under this Employment Agreement is concluded upon your permanent disability, the Company shall pay any payments due to you under Section 6.1(a). You may also claim applicable insurance benefits as mentioned in Exhibit B of the Employment Agreement from the relevant third-party insurance providers.
- e)** Effect of termination - Upon separation from the Company, you shall return, purge or cease to use or return all assets, information, access and properties of Company such as Proprietary Information, machines, electronic data, files, software, records, passwords, log in access (including but not limiting to movable or immovable, tangible or intangible properties) Proprietary Information on or before your last working day.

## **ARTICLE VIII NON-DISCLOSURE OF PROPRIETARY INFORMATION**

**8.1 Non-Disclosure of Proprietary Information** - All memoranda, notes, records or other documents made or compiled by you or made available to you during the Employment Period concerning the



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business of the Company or any of their affiliates or subsidiaries shall be the Company's property and shall, if in the possession or under the control of you and at the Company's request, be delivered to the Company on the conclusion of your employment. You shall not use for yourself or others or divulge to others, any proprietary or confidential information of the Company or any of their affiliates or subsidiaries ("Proprietary Information"), obtained by you as a result of your employment unless authorized by the Company. For purposes of this Article VIII, the term "Proprietary Information" shall mean all confidential or proprietary information which is known only to you, employees, former employees, consultants or others in a confidential relationship with the Company and relates to specific matters such as trade secrets, marketing programs, customers, pricing and credit techniques, information concerning dealings, transactions or affairs of the Company or any of their affiliates or subsidiaries, program codes, software design know-how, research and development activities, private processes, and books and records, as they may exist from time to time, which you acquire or obtain by virtue of work performed for or on behalf of the Company, and which is not in public domain i.e., information which was not available to others from sources other than the Company, you, or officers or other employees of the Company, or which was not obtained by you from a source other than Company, its officers, directors, employees and affiliates.

**8.2 Third Party Information** - You recognize that the Company may have received and, in the future, may receive from third parties their Proprietary Information subject to duty on the Company's part to maintain the confidentiality of the Proprietary Information and use it only for certain limited purposes. You agree to hold all such Proprietary Information of the Company or any of their affiliates or subsidiaries in the strictest confidence and not to disclose it to any person, firm or corporation or to use it only as necessary in carrying out Your work for the Company consistent with the Company's agreement with such third party.

**8.3 Time Period for Confidentiality Obligations** - Your confidentiality obligations under this Article VIII shall continue in perpetuity and shall not terminate purely from the passage of time.

## **ARTICLE IX INVENTIONS**

**9.1 Inventions** - Attached hereto, as Exhibit A, is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by you prior to your employment with the Company (collectively referred to as "Prior Inventions"), which belong to you, and which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, you represent that there are no such Prior Inventions.

**9.2 Assignment of Inventions** - You agree that you shall promptly make full written disclosure to the Company, shall hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all your right, title, and interest in and to any all inventions, original works of authorship, development, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which you may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period (collectively referred to as "Inventions"), except as limited by law.

**9.3 Maintenance of Records** - You agree to keep and maintain adequate and current written records of all



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Inventions made by you (solely or jointly with others) during the Employment Period. The records will be in the form of 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.

**9.4 Patent and Copyright Registrations** - You agree 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, the title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. You further agree that Your obligation to execute or cause to be executed, when it is in the power of you to do so, any such instrument or papers shall continue after the conclusion of Your employment with the Company. If the Company is unable because of your mental or physical incapacity or for any other reason to secure your signature to apply for or to pursue any application for any patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then you hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as your agent and attorney in fact, to act for and in your behalf and stead 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 you.

## **ARTICLE X REPRESENTATIONS AND WARRANTIES**

**10.1 Representations and Warranties** - You hereby represent, warrant, and covenant as follows:

- a) You have executed and delivered this Employment Agreement as your free and voluntary act, after having determined that the provisions contained herein are of your benefit, and that the duties and obligations imposed on you hereunder are fair and reasonable and will not prevent you from earning a comparable livelihood following the conclusion of your employment with the Company; and
- b) You have read and fully understood the terms and conditions set forth herein, had time to reflect on and consider the benefits and consequences of entering into this Employment Agreement and have obtained independent legal advice in connection with the execution of this Employment Agreement.

## **ARTICLE XI HOLIDAYS AND VACATIONS**

**11.1 Holidays & Vacations** - You shall be entitled to avail holidays/leaves as per Company's annual holiday calendar and Leave policies as applicable from time to time. You shall (in addition to the usual public holidays at the principal place of employment) be entitled to participate in the Company's flexible time-off program which enables you to take a reasonable amount of vacation time-off with approval from Your manager. You will be entitled to receive your salary during such approved vacation time off.



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## ARTICLE XII MISCELLANEOUS

**12.1 Notices** - All notices and other communications required or permitted to be given under the provisions of this Employment Agreement shall be in writing in the English language and shall be deemed given upon the earlier of: (i) delivery, if by hand; or (ii) upon receipt, if sent by mail (certified or registered mail, return receipt requested, postage prepaid) or by an internationally recognized courier service, to the following persons at the following addresses, or to such other persons at such other addresses as any Party may request by notice in writing:

If to You, to	Name: Varad Patil
	Address: A-8, Vatika Apt. Masoli, Opp St Mary's Highschool, Dahanu, Dist-Palghar, Pin-401602
	Telephone: 9370958807
If to the Company, to	Attention: Harishankaran Karunanidhi
	Address: Interviewstreet Technologies Pvt. Ltd. No. 102, Eastland Citadel, Second Floor Hosur Road, Madiwala Checkpost Bangalore – 560029, Karnataka, India
	Telephone: 080-40939805

**12.2 Governing Law and Jurisdiction** - This Employment Agreement shall be governed by the laws of the Republic of India and disputes (if any) shall be subject to jurisdiction of courts of competent authority in Bangalore.

**12.3 Successors and Assigns** - This Employment Agreement shall be binding on the successors and permitted assigns of the Company and shall inure to the benefit and be enforceable by and against its successors and permitted assigns. This Employment Agreement is personal in nature, and You cannot assign this Employment Agreement without the prior written consent of the Company. You, however, agree that the Company may assign all rights under the Employment Agreement along with sale of all or substantially all the assets of the Business, or merger, or a change of control.

**12.4 Entire Agreement** - This instrument contains the entire understanding and agreement between the Parties relating to the subject matter hereof and all prior oral and written agreements are extinguished, and neither this Employment Agreement nor any provision hereof may be waived, modified, amended, changed, discharged, or terminated, except by an agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

**12.5 Counterparts** - This Employment Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, and both of which counterparts shall together constitute a single agreement. A photocopy or electronic facsimile of this Employment Agreement shall also be deemed an original.

**12.6 Illegality** - If any one or more of the provisions of this Employment Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining



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provisions contained herein shall not in any way be affected or impaired thereby. There shall be substituted for any such provision held invalid, illegal, or unenforceable, a provision of similar import reflecting the original intent of the parties to the extent permissible under law.

**12.7 Severability** - You hereby acknowledges that time and other limitations contained in this Employment Agreement are reasonable and properly required for the adequate protection of the business and affairs of the Company, and in the event that any one or more of such time or other limitations is found to be unreasonable by a court of competent jurisdiction, you hereby agree and submit to the reduction of said time or other limitation to such an area, period or otherwise as such court may determine to be reasonable. In the event that any restriction or limitation under this Employment Agreement is found to be unreasonable or otherwise invalid in any jurisdiction, in whole or in part, you hereby acknowledge and agree that such restriction or limitation shall remain and be valid in all other jurisdictions covered by the territorial scope of Your obligations hereunder.

**12.8 Survival** - The provisions of this Employment Agreement which, by their terms, require performance after the termination or expiration of this Employment Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Employment Agreement.

**12.9 Electronic Signature** - Original signatures transmitted and received via electronic transmission of a scanned document (via secure email or a service such as provided by DocuSign/Hellosign) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that or an original signature.

[End]



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**EXHIBIT A**  
**INVENTIONS**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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\_\_\_ I've indicated inventions in the space above per Article VIII. If you include additional sheets, please indicate this in the area above.

\_\_\_ No inventions, improvements, or original works of authorship to disclose.





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**EXHIBIT B**  
**Compensation and Benefits Details**

**1. Compensation Breakdown -**

<b>Components</b>	<b>Per month</b>	<b>Yearly</b>
Basic	₹51,515	₹6,18,182
HRA	₹20,606	₹2,47,273
Mobile/Telephone allowance	₹1,000	₹12,000
Flexi/Special Allowance	₹51,667	₹6,20,000
<b>Other Components:</b>		
Food Card - Sodexo	₹2,200	₹26,400
Other Flexi Options (you can choose them later as well)	-	-
<b>Monthly Gross Salary</b>	<b>₹1,26,988</b>	<b>₹15,23,855</b>
PF	₹1,800	₹21,600
<b>Annual components</b>	<b>₹1,800</b>	<b>₹21,600</b>
<b>Total Salary (Monthly Gross Salary + Annual components)</b>	<b>₹1,28,788</b>	<b>₹15,45,455</b>
Variable Salary	-	<b>₹1,54,545</b>
<b>On Target Earnings (Total Salary + Variable Salary )</b>	<b>-</b>	<b>₹17,00,000</b>
Joining / Retention Bonus	-	₹3,00,000
<b>Cash Benefits</b>		
Benefit 1 - (One Time Bonus) - Home Office Set Up (c)	-	₹18,250
Benefit 2 – Remote Work Enablement Allowance (d)	₹6,300	₹75,600
Benefit 3 – L&D Reimbursement upto (e)	-	₹22,000
<b>Non Cash Benefits</b>		
Perks : Insurance Premium (100% paid by Company) - Insurance includes zero co-pay for individuals and family	-	₹26,500
Perks : Covid Insurance Premium* (100% paid by Company) - Insurance includes zero co-pay for individuals, spouse and children	-	₹2,500
<b>Total Cost to Company</b>	<b>₹1,35,088</b>	<b>₹21,44,850</b>

Gratuity shall be applicable and payable in accordance with the provisions of the applicable law, payable at retirement or separation if the employee has rendered 5 continuous years of service.



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## 2. Benefits and Reimbursements –

- a. **Insurance benefits\*** – (as may be amended from time to time)
  - i. ₹3,00,000 + ₹2,00,000 as the medical insurance (Floating between you and dependents as identified by you). You will be eligible for an additional ₹2,00,000 upon approval from your manager and Finance once you have depleted the initial amount of ₹3,00,000.
  - ii. ₹20,00,000 of Personal Accidental Insurance (for Self)
  - iii. ₹30,00,000 of Group Term Life Insurance (for Self)
- b. **COVID-19 Insurance** - In addition to the comprehensive insurance benefits, HackerRank will provide an additional COVID-19 insurance applicable to each employee, spouse and up to 2 dependent children of ₹3,00,000 per person
- c. **Home office set up**- As a remote hire, you will be eligible to receive a one-time amount of ₹18,250 towards setting up your home office. This amount will be credited to the salary account along with the first month's payroll.
- d. **Remote-work Enablement Allowance** – This allowance is aimed at covering any additional costs you may incur while working remotely. These may include expenses such as internet, phone bills, health and wellness needs or anything else you may need. Every HackerRank India employee will receive ₹6,300 per month as a part of their payroll.
- e. **Learning & Development (L&D) Reimbursement** - HackerRank will reimburse upto ₹22,000 per calendar year for each employee for short term learning opportunities directly related to an employees career growth at HackerRank.
- f. **Wellness Portal: EkinCare** - We have partnered with ekincare as a wellness partner to provide a holistic solution to wellness needs. You will get access to the ekincare portal to avail benefits such as 24\*7 doctor consultation, 1 on 1 EAP counselling sessions with a counsellor and home delivery of medicines

**Discretion Retained:** These additional benefits are implemented under the sole discretion of the Company, and may be modified, amended, or discontinued at any time by the company.

*[Signature Page Follow next page]*



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**COUNTERPART SIGNATURE PAGE TO  
EMPLOYMENT AGREEMENT**

If you wish to accept this offer, please sign and date this Employment Agreement on or before May 30, 2022. Failing to sign the offer letter within this date will result in this Employment Agreement being null and void in its entirety.

**FOR AND ON BEHALF OF INTERVIEW  
STREET TECHNOLOGIES PVT. LTD.**

SIGNATURE:

DocuSigned by:  
  
288CCB885302481  
Name: Preeti Negi

Title: Senior Director of People  
5/27/2022

I understand that the terms and conditions are pre-conditions to my being offered employment with the company. I am under no obligation or duress to accept these terms and conditions of employment. **I have read, understood and accepted all of the above.**

ACCEPTED AND AGREED:

SIGNATURE:

Name: Varad Patil



**2nd November 2021**

Dear Sudheer,

We are pleased to make you an offer of employment as a **Software Engineer** at CGlass Analytics Limited India, commencing on **1st July 2022**. This offer expires on **5th November 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 13,60,000 fixed annually**. Your compensation package should be treated as confidential and non-comparable. Kindly refer to **Annexure I** for the break-up.

In addition to your compensation package, we are offering you stock options worth **INR 4,00,000** in CGlass Analytics Limited India. Stock Options come with a 4 year vesting period.

Additionally, your joining bonus will be **INR 1,00,000** which will be disbursed along with your first salary and will be recovered by the company if you were to resign within 12 months of your joining date.

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 [kunal@clearglass.com](mailto:kunal@clearglass.com) with any questions.

Yours Sincerely,  
CGlass Analytics Limited India  
Kunal Varma

Sudheer Tripathi

## Annexure I

### Compensation and Benefits Package

Component	(INR) Monthly	Description
Compensation	1,08,333.33	Basic Salary
Benefits	5000	A Health or Fitness related allowance (non-medical) of upto Rs. 5000 per month (Reimbursable)
<b>Total</b>	<b>1,13,333.33</b>	

Component	Value	Description
Stock Options	700 (worth INR 4,00,000)	Stock options of CGlass Analytics Limited India

Yours Sincerely,  
 CGlass Analytics Limited India  
 Kunal Varma

Sudheer Tripathi

## JPMORGAN CHASE & Co.

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### Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized flourish above it.

## J.P.Morgan

30-Apr-2022

Isha Agrawal  
A-701, Riviera Tower, Lokhandwala Township,  
Kandivali - East  
-400101  
MUMBAI  
Maharashtra  
INDIA

Dear Isha Agrawal,

### **Your Employment by J.P. Morgan**

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 30-Apr-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

\*This is a computer generated communication and does not have a signature.

## APPENDIX A - Personal Employment Terms and Conditions

### A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2022, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

### A2. Employment Commencement Date

Your employment is expected to commence on 01-Jul-2022. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

### A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

### A4. Remuneration

Your total fixed pay will be INR 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,00,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination



within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

**A5. Probationary Period**

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

**A6. Leave Entitlement**

**A6.1 Annual Leave**

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

**A6.2 Other Leave**

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

**A7. Benefits**

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

**A8. Retirement Scheme**

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

**A9. Notice Period**

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 15 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

**APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS**

## **B1. Employment**

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
  - i) you are not in breach of any prior employment contract;
  - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
  - iii) you are not subject to any other employment or any contractual post-employment restraints
  - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **B2. Remuneration**

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable

on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

### **B3. Incentive Compensation**

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

### **B4. Termination**

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as

applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

- b) By the Company at any time without notice or compensation if you:
- i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
  - ii) seriously breach the Code of Conduct and any other Company policies;
  - iii) disobey the Company's lawful and reasonable instructions/requirements;
  - iv) habitually neglect your duties; or
  - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including

without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

**B4.6** During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

**B5. Leave**

**B5.1** Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

**B5.2** Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

**B5.3** Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the

Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

**B6. Confidentiality**

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

**B7. Return of Company Property**

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

**B8. Post Employment Restrictions**

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
  - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
  - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
  - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of

competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

**B9. Code of Conduct and Staff Regulations and Affirmation**

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.



B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

#### **B10. Working Hours**

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

#### **B11. Retirement Benefits**

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

#### **B12. Miscellaneous**

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of

Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

### **B13. Contract Execution**

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

### **B14. Governing Law and Jurisdiction**

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

## **APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

### **Appendix: Systems Monitoring Activities and Cross-Border Transfers:**

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote

adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

### **Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):**

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

\*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

### **Global Personal Trading Policy:**

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

### **Acceptance and Code Affirmation:**

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

### **Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:**

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC

employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited  
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),  
Mumbai - 400 104, India  
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

## JPMORGAN CHASE & Co.

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### Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized flourish above it.

## J.P.Morgan

28-Apr-2022

Sahaana Iyer  
86/08, Western Railway Colony,  
Matunga Road East  
-400019  
MUMBAI  
Maharashtra  
INDIA

Dear Sahaana Iyer,

### **Your Employment by J.P. Morgan**

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 30-Apr-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

\*This is a computer generated communication and does not have a signature.

## APPENDIX A - Personal Employment Terms and Conditions

### A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2022, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

### A2. Employment Commencement Date

Your employment is expected to commence on 01-Jul-2022. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

### A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

### A4. Remuneration

Your total fixed pay will be INR 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,00,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination



within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

**A5. Probationary Period**

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

**A6. Leave Entitlement**

**A6.1 Annual Leave**

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

**A6.2 Other Leave**

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

**A7. Benefits**

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

**A8. Retirement Scheme**

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

**A9. Notice Period**

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 15 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

**APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS**

## **B1. Employment**

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
  - i) you are not in breach of any prior employment contract;
  - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
  - iii) you are not subject to any other employment or any contractual post-employment restraints
  - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **B2. Remuneration**

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable

on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

### **B3. Incentive Compensation**

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

### **B4. Termination**

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as

applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

- b) By the Company at any time without notice or compensation if you:
- i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
  - ii) seriously breach the Code of Conduct and any other Company policies;
  - iii) disobey the Company's lawful and reasonable instructions/requirements;
  - iv) habitually neglect your duties; or
  - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including

without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

**B4.6** During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

**B5. Leave**

**B5.1** Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

**B5.2** Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

**B5.3** Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the

Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

**B6. Confidentiality**

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

**B7. Return of Company Property**

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

**B8. Post Employment Restrictions**

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
  - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
  - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
  - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of

competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

**B9. Code of Conduct and Staff Regulations and Affirmation**

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.



B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

#### **B10. Working Hours**

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

#### **B11. Retirement Benefits**

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

#### **B12. Miscellaneous**

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of

Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

### **B13. Contract Execution**

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

### **B14. Governing Law and Jurisdiction**

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

## **APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

### **Appendix: Systems Monitoring Activities and Cross-Border Transfers:**

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote

adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

### **Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):**

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

\*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

### **Global Personal Trading Policy:**

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

### **Acceptance and Code Affirmation:**

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

### **Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:**

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC

employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited  
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),  
Mumbai - 400 104, India  
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

## JPMORGAN CHASE & Co.

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### Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized initial "J" to the left.

## J.P.Morgan

28-Apr-2022

Vinayak Mishra  
Plot no 175,Room no 1,Amizara apartment,Road no 11  
Jawahar Nagar,Goregaon(West)  
-400104  
MUMBAI  
Maharashtra  
INDIA

Dear Vinayak Mishra,

### **Your Employment by J.P. Morgan**

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 30-Apr-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

\*This is a computer generated communication and does not have a signature.

## APPENDIX A - Personal Employment Terms and Conditions

### A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2022, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

### A2. Employment Commencement Date

Your employment is expected to commence on 01-Jul-2022. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

### A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

### A4. Remuneration

Your total fixed pay will be INR 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,00,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination



within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

**A5. Probationary Period**

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

**A6. Leave Entitlement**

**A6.1 Annual Leave**

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

**A6.2 Other Leave**

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

**A7. Benefits**

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

**A8. Retirement Scheme**

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

**A9. Notice Period**

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 15 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

**APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS**

## **B1. Employment**

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
  - i) you are not in breach of any prior employment contract;
  - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
  - iii) you are not subject to any other employment or any contractual post-employment restraints
  - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **B2. Remuneration**

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable

on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

### **B3. Incentive Compensation**

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

### **B4. Termination**

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as

applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

- b) By the Company at any time without notice or compensation if you:
- i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
  - ii) seriously breach the Code of Conduct and any other Company policies;
  - iii) disobey the Company's lawful and reasonable instructions/requirements;
  - iv) habitually neglect your duties; or
  - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including

without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

**B4.6** During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

**B5. Leave**

**B5.1** Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

**B5.2** Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

**B5.3** Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the

Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

**B6. Confidentiality**

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

**B7. Return of Company Property**

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

**B8. Post Employment Restrictions**

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
  - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
  - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
  - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of

competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

## **B9. Code of Conduct and Staff Regulations and Affirmation**

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.



B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

#### **B10. Working Hours**

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

#### **B11. Retirement Benefits**

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

#### **B12. Miscellaneous**

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of

Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

### **B13. Contract Execution**

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

### **B14. Governing Law and Jurisdiction**

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

## **APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

### **Appendix: Systems Monitoring Activities and Cross-Border Transfers:**

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote

adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

### **Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):**

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

\*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

### **Global Personal Trading Policy:**

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

### **Acceptance and Code Affirmation:**

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

### **Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:**

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC

employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited  
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),  
Mumbai - 400 104, India  
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

## JPMORGAN CHASE & Co.

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### Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

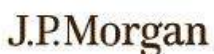
During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie", with a large, stylized flourish above the name.



03-May-2022

Nijo Ninan  
A/104, New Swati, Dhuri Complex, Om Nagar, Vasai West  
-401202  
VASAI  
Maharashtra  
INDIA

Dear Nijo Ninan,

### **Your Employment by J.P. Morgan**

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 30-Apr-2022.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

\*This is a computer generated communication and does not have a signature.

## APPENDIX A - Personal Employment Terms and Conditions

### A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2022, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Mumbai, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

### A2. Employment Commencement Date

Your employment is expected to commence on 01-Jul-2022. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

### A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Mumbai, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

### A4. Remuneration

Your total fixed pay will be INR 12,00,000 per annum and comprises the following components:

Rupees p.a.

1. Basic Salary	3,60,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,80,000
4. Provident Fund	43,200
5. Special Allowance	5,76,800
A. Total Fixed Pay	12,00,000

### Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,00,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination



within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

**A5. Probationary Period**

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

**A6. Leave Entitlement**

**A6.1 Annual Leave**

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

**A6.2 Other Leave**

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

**A7. Benefits**

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

**A8. Retirement Scheme**

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

**A9. Notice Period**

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 15 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

**APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS**

## **B1. Employment**

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Mumbai, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
  - i) you are not in breach of any prior employment contract;
  - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
  - iii) you are not subject to any other employment or any contractual post-employment restraints
  - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your employment shall continue until your retirement age of 60 or until terminated in accordance with paragraph 4 in Appendix B.

## **B2. Remuneration**

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable

on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

### **B3. Incentive Compensation**

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

### **B4. Termination**

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as

applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.

- b) By the Company at any time without notice or compensation if you:
- i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
  - ii) seriously breach the Code of Conduct and any other Company policies;
  - iii) disobey the Company's lawful and reasonable instructions/requirements;
  - iv) habitually neglect your duties; or
  - v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including

without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

**B4.6** During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.
- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

**B5. Leave**

**B5.1** Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

**B5.2** Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

**B5.3** Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the

Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

**B6. Confidentiality**

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the Company or required by law.

**B7. Return of Company Property**

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

**B8. Post Employment Restrictions**

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
  - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
  - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
  - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.
- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of

competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.

- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

**B9. Code of Conduct and Staff Regulations and Affirmation**

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

- (a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and
- (b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.



B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

#### **B10. Working Hours**

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

#### **B11. Retirement Benefits**

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

#### **B12. Miscellaneous**

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of

Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

### **B13. Contract Execution**

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

### **B14. Governing Law and Jurisdiction**

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Mumbai courts in relation to any dispute arising in connection with your employment and this letter.

## **APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT**

### **Appendix: Systems Monitoring Activities and Cross-Border Transfers:**

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote

adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

### **Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):**

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

\*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

### **Global Personal Trading Policy:**

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

### **Acceptance and Code Affirmation:**

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

### **Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:**

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC

employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

J.P. Morgan Services India Private Limited  
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West),  
Mumbai - 400 104, India  
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



**Barclays Global Service Centre Private Limited**

Registered Office: 5th to 12th Floor (Part)

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune - 411014

CIN - U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

[www.barclays.com](http://www.barclays.com)

27 June 2022

Gladden Mathew Rumao  
589, Falshruti, Nandakhal, Rumao Ali  
Virar West, Agashi, Vasai  
Thane  
401301

Dear Gladden,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Sanjeev Mishra", with a long horizontal flourish extending to the right.

Sanjeev Mishra  
Director HR Operations - GSC India

## Summary of Key Terms

### Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter

<b>Name</b>	Gladden Mathew Rumao
<b>Employing Company</b>	Barclays Global Service Centre Private Limited ("the Company")
<b>Position</b>	Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.
<b>Start Date</b>	<p>1 August 2022, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction.</p> <p>In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.</p>
<b>Initial Place of Work</b>	<p>You will initially be based in LTS - Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune – 411014.</p> <p>However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.</p>
<b>Working Hours</b>	<p>Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.</p> <p>The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.</p> <p>You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.</p>
<b>Probationary Period</b>	Your employment is subject to a probationary period of 6 months, or such additional period as the Company may in its discretion consider necessary.

## Salary

Components	In INR Per Annum
Basic salary	440,000.00
House Rent Allowance	220,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	440,000.00
<b>Annual Salary</b>	<b>1,100,000.00</b>
Provident Fund (Employer's Contribution)	52,800.00
Gratuity (per Company policy)	21,154.00
<b>Total Fixed Pay</b>	<b>1,173,954.00</b>

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the last working day of the month.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

## Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs 1,00,000/- (the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- a) you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- b) you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- c) you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.



### Qualification/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment.

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six – twelve months of completing your course of study.

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

### Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time.

Normally, awards are made in the first quarter, in respect of the previous financial year.

### Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

### Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work.

Further details are included in the Detailed Terms and Conditions and on your intranet.

### Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver. Further information on Notice is included in the Detailed Terms and Conditions.

### Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the Company's intranet.

### Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

### Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

**Post-Termination Restrictions** In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.

solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

## Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sanjeev Mishra  
Director HR Operations - GSC India  
27 June 2022

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: \_\_\_\_\_

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

## Detailed Terms and Conditions

### Introduction

#### About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

## Your Detailed Terms and Conditions of Employment

### 1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

### 2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
  - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
  - (b) completion of credit checks to the satisfaction of the Company;
  - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
  - (d) if requested by the Company, a medical examination by the Company's medical advisers;
  - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
  - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

### 3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

### 4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

## 5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

## 6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
  - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
    - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
    - ii. caused harm to the reputation of the Barclays Group;
    - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
  - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.



- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.
- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

## 7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).

- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

## 8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

## 9. Intellectual Property

- 9.1 For the purposes of this paragraph:

**"Intellectual Property Rights"** means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**"Invention"** means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

**"Works"** means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.
- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

## 10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
  - (b) corporate and marketing strategy, business development plans, sales reports and research results;
  - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

(d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;

(e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

## 11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

## 12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

### **13. Attendance at work**

13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.

13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

### **14. Sickness Leave**

14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.

14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

### **15. Other absences from work**

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

### **16. Amendments to terms and conditions of employment**

16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.

16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

### **17. Allocation of duties and transfer within the Barclays Group**

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

### **18. Leaving Barclays**

18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:

(a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;

(b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

(a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;

(b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;

- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

## 19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

## 20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties: (a) for the whole or any part of any applicable Notice Period; or
- (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
- (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
- (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
- (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
- (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

## 21. Post termination restrictions

21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offer or as soon as reasonably practicable after receiving the offer.

## 22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.



22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

### 23. Certifications

23.1 You confirm and certify that:

(a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;

(b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;

(c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

(d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and

(e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

### 24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

### 25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies

- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

## APPENDIX 1

### Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

**"Barclays"** means Barclays PLC.

**"Barclays Group"** means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and **"Barclays Group company"** will be interpreted accordingly.

**"Company"** means your employing entity within the Barclays Group.

**"Damages"** shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

**"FCA"** means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

**"Notice Period"** means the notice period as set out in your Summary of Key Terms.

**"PRA"** means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

**"Regulator"** means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

**"Risk and/or Compliance requirements"** means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

**"RBI"** means the Reserve Bank of India or any successor or applicable regulatory authority.

**"SEBI"** means the Securities Exchange Board of India or any successor or applicable regulatory authority.

**"Share"** means an ordinary share in Barclays PLC.

**"Start Date"** means the start date as set out in your Summary of Key Terms.

**"Termination Date"** means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.



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

Unit No.1201,1301,1401,  
MindSpace, Gigaplex,  
Airoli Knowledge Park TTC Industrial,  
Plot No.IT 5 MIDC, TTC  
Airoli (West), Navi Mumbai - 400708, Maharashtra India  
Tel: +91 22 6233 0000

CIN U74999PN2015FTC157258

www.ubs.com

09 June 2022

**PRIVATE & CONFIDENTIAL**

Mr. Mario Jonas Dias

Dear Mario,

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 Engineer in our CDIO Technology Department and you will report to Sameer Thakkar, Associate Director, CDIO 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.



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## **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 18 July 2022 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 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 INR1,250,000/-. Your annual basic salary will be INR625,000/-, which will be paid in 12 instalments of INR52,083/- 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 INR550,000/- 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, the Firm 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 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**

- 14.1 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.
- 14.2 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.

## **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, and to the fullest extent permissible by law, 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:
- (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 warrant, 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 at your direction 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 Mumbai.



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**

A handwritten signature in black ink that reads "Jyothi Menon".

Jyothi Menon  
Executive Director  
Human Resources

A handwritten signature in black ink that reads "Huey Lian Goh".

Huey Lian Goh  
Executive Director  
Human Resources

---

I, **Mario Jonas Dias**, 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,  
MindSpace, Gigaplex,  
Airoli Knowledge Park TTC Industrial,  
Plot No.IT 5 MIDC, TTC  
Airoli (West), Navi Mumbai - 400708, Maharashtra India  
Tel: +91 22 6233 0000

CIN U74999PN2015FTC157258

www.ubs.com

09 June 2022

**PRIVATE & CONFIDENTIAL**

Mr. Ganesh Bheemesh Reddy

Dear Ganesh,

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 Software Engineer in our CDIO Technology Department and you will report to Abha Shukla, Director, CDIO 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.



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## **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 18 July 2022 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 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 INR1,250,000/-. Your annual basic salary will be INR625,000/-, which will be paid in 12 instalments of INR52,083/- 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 INR550,000/- 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, the Firm 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 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**

- 14.1 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.
- 14.2 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.

## **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, and to the fullest extent permissible by law, 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:
- (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 warrant, 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 at your direction 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 Mumbai.



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**

Handwritten signature of Jyothi Menon in black ink.

Jyothi Menon  
Executive Director  
Human Resources

Handwritten signature of Huey Lian Goh in black ink.

Huey Lian Goh  
Executive Director  
Human Resources

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I, **Ganesh Bheemesh Reddy**, 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.**  
Tower A, 1001, EON Kharadi  
SEZ Phase II, S No 72, Kharadi  
Pune 411014, Maharashtra, India  
Tel: +91 20 46231500

CIN U74999PN2015FTC157258

[www.ubs.com](http://www.ubs.com)

08 June 2022

**PRIVATE & CONFIDENTIAL**

Mr. Saptarshi Chatterjee

Dear Saptarshi,

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 Engineer in our CDIO Technology Department and you will report to Vishal Khurana, Director, CDIO 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 18 July 2022 and shall continue until terminated in accordance with this Agreement.



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## 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 INR1,250,000/-. Your annual basic salary will be INR625,000/-, which will be paid in 12 instalments of INR52,083/- 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 INR550,000/- 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, the Firm 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 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 the Firm makes the one-off payment mentioned in the Letter to you, 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 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/secretcy 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 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**

14.1 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.

14.2 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.

## **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 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.

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, and to the fullest extent permissible by law, 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 warrant, 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 at your direction 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, **Saptarshi Chatterjee**, hereby confirm that I have read and understood the terms and conditions of this Agreement and agree and accept the same.

Signature:  .....

Date: 12/06/2022



# **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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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 / 03 / 04; 6570 4167 / 68 / 69 / 70 / 71  
Fax: 91-22-2673 2642

Email : dolatcapital@dolatcapital.com • Website : www.dolatcapital.com • CIN U65990GJ1993PTC116741

January 21, 2022

### **Offer of Employment with Dolat Group**

Dear Simran Biswas,

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 13/06/2022.

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.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 10 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 6,00,000/- as Retention Bonus as explained below.  
Rs 50,000/- every 6 months for first 3 years and Rs 75,000/- every 6 months for the next 2 years, which is 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Simran Biswas accept the job offer of Software Developer by Dolat Group

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

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Offer Letter Contd... ANNEXURE  
Simran Biswas

### SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 10.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		32600.00	391200.00
HRA Allow		16300.00	195600.00
Convey Allow		1600.00	19200.00
CCA		21250.00	255000.00
	A	<b>71750.00</b>	<b>861000.00</b>
Fixed/Variables	B		0.00
<b>Flexible Heads</b>			
Food Coupon		1250.00	15000.00
LTA		2500.00	30000.00
MOTOR CAR		3500.00	42000.00
Professional Dev		1000.00	12000.00
Telephone		1500.00	18000.00
	C	<b>9750.00</b>	<b>117000.00</b>
Mediclaim Policy	D		2000.00
Gratuity	E		20000.00
Allowances	F	0.00	0.00
<b>TOTAL TAKE A To F</b>		<b>81500.00</b>	<b>1000000.00</b>

PN: TDS at current rate & has been calculated presuming of proportionate Investments U/S80C. 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



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January 21, 2022

### Offer of Employment with Dolat Group

Dear Nigel D'Sa,

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 13/06/2022.

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.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 10 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 6,00,000/- as Retention Bonus as explained below.

Rs 50,000/- every 6 months for first 3 years and Rs 75,000/- every 6 months for the next 2 years, which is 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Nigel D'Sa accept the job offer of Software Developer by Dolat Group

Signature: \_\_\_\_\_



Date: 21/2/2022

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Email : dolatcapital@dolatcapital.com \* Website : www.dolatcapital.com \* CIN U65990GJ1993PTC116741

Offer Letter Contd... ANNEXURE  
Nigel D'Sa

### SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 10.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		32600.00	391200.00
HRA Allow		16300.00	195600.00
Convey Allow		1600.00	19200.00
CCA		21250.00	255000.00
	A	<b>71750.00</b>	<b>861000.00</b>
Fixed/Variables	B		0.00
<b>Flexible Heads</b>			
Food Coupon		1250.00	15000.00
LTA		2500.00	30000.00
MOTOR CAR		3500.00	42000.00
Professional Dev		1000.00	12000.00
Telephone		1500.00	18000.00
	C	<b>9750.00</b>	<b>117000.00</b>
Mediclaime Policy	D		2000.00
Gratuity	E		20000.00
Allowances	F	0.00	0.00
<b>TOTAL TAKE A To F</b>		<b>81500.00</b>	<b>1000000.00</b>

PN: TDS at current rate & has been calculated presuming of proportionate Investments U/S80C. 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







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January 21, 2022

### Offer of Employment with Dolat Group

Dear Princely Lopes,

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 13/06/2022.

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.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 10 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 6,00,000/- as Retention Bonus as explained below.  
Rs 50,000/- every 6 months for first 3 years and Rs 75,000/- every 6 months for the next 2 years, which is 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Princely Lopes accept the job offer of Software Developer by Dolat Group

Signature:  Date: 2/2/2022

# DOLAT CAPITAL MARKET PVT. LTD.

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Offer Letter Contd... ANNEXURE  
Princely Lopes

### SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 10.00 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		32600.00	391200.00
HRA Allow		16300.00	195600.00
Convey Allow		1600.00	19200.00
CCA		21250.00	255000.00
	<b>A</b>	<b>71750.00</b>	<b>861000.00</b>
Fixed/Variables	B		0.00
<b>Flexible Heads</b>			
Food Coupon		1250.00	15000.00
LTA		2500.00	30000.00
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	<b>C</b>	<b>9750.00</b>	<b>117000.00</b>
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Gratuity	E		20000.00
Allowances	F	0.00	0.00
<b>TOTAL TAKE A To F</b>		<b>81500.00</b>	<b>1000000.00</b>

PN: TDS at current rate & has been calculated presuming of proportionate Investments U/S80C. 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





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January 21, 2022

### **Offer of Employment with Dolat Group**

Dear Calvin Nunes,

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 13/06/2022.

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.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your yearly CTC will be 10 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 6,00,000/- as Retention Bonus as explained below.  
Rs 50,000/- every 6 months for first 3 years and Rs 75,000/- every 6 months for the next 2 years, which is 05 years in total with the organization.

Accept Job Offer,

By signing and dating this letter below, I, Calvin Nunes accept the job offer of Software Developer by Dolat Group

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

# DOLAT CAPITAL MARKET PVT. LTD.

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Offer Letter Contd... ANNEXURE

Calvin Nunes

### SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 10.00 LPA		
Salary Heads		
	MONTHLY	YEARLY
Basic Salary	32600.00	391200.00
HRA Allow	16300.00	195600.00
Convey Allow	1600.00	19200.00
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<b>Flexible Heads</b>		
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	<b>9750.00</b>	<b>117000.00</b>
Mediclaim Policy	D	2000.00
Gratuity	E	20000.00
Allowances	F	0.00
<b>TOTAL TAKE A To F</b>	<b>81500.00</b>	<b>1000000.00</b>

PN: TDS at current rate & has been calculated presuming of proportionate Investments U/S80C. 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



**Private & Confidential**

Ref. No: MSTAR202112037

March 12, 2022

Richa Tripathi  
B,17, Shere – E – Punjab,  
Rahivashi Sangh, Shiv  
Mahakali Caves Road,  
Behind Gurudwara, Andheri East,  
Chakala Midc, Mumbai

Dear **Richa**,**Subject: Offer of Employment**

Subsequent to your successful interview with us, we are pleased to extend our offer to you as **Analyst** with **Morningstar India Pvt. Ltd.** ("the company"). It is expected that you would join us on or before **March 28, 2022**.

Your place of posting for records will be **Mumbai**. Your (referred alternatively as "employee") initial place of work will be at one of the Company's offices as mentioned above. However, you may be posted at any of our offices/ subsidiaries / affiliates / group companies, whether domestic or overseas, wherever it may be situated, if the situation so warrants. You will abide by the Company's rule and regulations as may be in effect from time to time with respect to your function, level or the location where you have to work.

Your Total Gross Annual Pay (i.e. annual compensation) will be **Rs. 868,975/- (Rupees Eight lakhs sixty-eight thousand nine hundred and seventy-five only)** as detailed in **Appendix A**. Additionally, you will be eligible for Benefits and Variable Pay as indicated in **Appendix A**. Review of your performance and compensation would be done periodically in line with the Company's policies.

This offer letter is subject to the terms and conditions attached hereto (Appendix A and Appendix B). The offer letter shall remain in force until a copy of an appointment letter, detailing our general Terms and Conditions of employment, is provided by the company after onboarding.

The Company or employee may, at any time during the course of the employment terminate the employment by giving **60 days-notice or salary payment in lieu** of that notice, by stating their intention to do so in writing. For the purpose of this Clause, salary shall mean the most current base pay.

Upon joining, the employee will be deemed to be on a **probationary period of 6 months** from the Date of Joining, in line with the company's standard Talent Management policy.

**Appendix B** lists out the broad terms and conditions of service governing your employment with the Company. These are subject to change from time to time. You will be expected to carefully read and keep yourself updated on the policies of the Company as announced or amended from time to time. These amendments would be binding on you as an employee, immediately on its publication. As an employee of the Company, you are requested to go through any related Policy and other policies or any amendment therein carefully to fully understand these provisions and its implication on your employment with the Company.

In the event of any inconsistency between the employment contract and any revised Human Resources Policy, the provisions of the latest Policy shall supersede.

To confirm your acceptance to this agreement, please initial all the pages digitally and revert to us with the duplicate copy of the entire agreement duly initialed and digitally signed. **Please note that this offer stands valid for a period of 5 working days post-issuance of offer**, wherein should the company not receive a formal acceptance in writing/vide an email along with a copy of resignation/resignation acceptance, the offer shall automatically be deemed to have been rejected and shall stand null and void.

In the event that the aforesaid accepts this offer, the aspirant is required to join us on or before by **28-Mar-2022** failing which the offer shall be termed as Null and Void, unless mutually agreed and extended explicitly in writing.

Please note this offer and subsequent employment is conditional, subject to clearing necessary and mandated background verification and checks in line with the company's policy in force. In cases where the background verification is completed post joining of the abovesaid and evidence of discrepancy is noted, the current offer shall stand Null and Void and such act could lead to termination without notice or payment in lieu, post a suitable enquiry is established.

As an employee of the Company, you shall be governed by all the policies including, but not limited, to those relating to Talent & Culture Policy and Code of Conduct, office procedures, rules and regulations that may be in force from time to time and they become binding upon you immediately on its publication.

The employee upon joining shall be deemed bound by the Confidentiality, Intellectual Property, Non-Solicitation, Non-Compete clauses as enumerated in detail in the appointment letter. Employees are expected to carefully read and keep yourself updated on the policies of the Company as announced or amended from time to time.

The employee agrees that he/she will not disclose or use at any time, either during or after his/her employment with the Company, any Confidential Information without the written consent of the Board of Directors of the Company (the "Board"). In the event of termination of employment with the Company, or at any other time the Company may request, the incumbent is liable to provide all memoranda, notes, plans, records, documentation and other materials (and copies thereof) containing Confidential Information relating to the business of the Company Group and its customers no matter where such material is located and no matter what form the material may be in, which Implant may then possess or have under his/her control.

Please sign a copy of this letter as acceptance of our offer, as your willingness to join Morningstar and as an agreement towards the broader Terms & Conditions enumerated in the aforesaid document. We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,  
For Morningstar India Private Limited  
Authorized Signatory









Pratik Parikh  
Head – Talent & Culture, India

**Appendix A**

<b>Compensation</b>		
		Amount Per Annum (INR)
<b>Total Compensation (A+B+C+D)</b>		<b>868,975</b>
Base Pay & Allowance (A+B)		735,200
Performance Bonus 14% of Base Pay (C)		86,800
Retirals Offered (D)		46,975
<b>Pay Components</b>		
	Amount Per Month (INR)	Amount Per Annum (INR)
<b>Base Pay (A)</b>	<b>51,667</b>	<b>620,000</b>
Basic Salary	25,833	310,000
House Rent Allowance	12,917	155,000
Statutory Bonus	3,000	36,000
Flexi Reimbursement/City Compensatory Allowance	9,917	119,000
<b>Total Allowance (B)</b>	<b>9,600</b>	<b>115,200</b>
Travel Allowance	3,000	36,000
Meal Allowance	1,100	13,200
Shift Allowance (Afternoon)	5,500	66,000
<b>Flexi Reimbursements</b>		
	Remarks	Max Limit Per Annum
<b>Total</b>		<b>97,267</b>
Books & Periodicals	As per eligibility	
Telephone Bill	As per Eligibility	
Food Coupons	PM 1100 / 2200 / 3300	39,600
LTA	Least of (2*Basic PM) or (2 Lac)	51,667
National Pension Scheme (Employee Contribution)	NPS Contribution 500 or 5% of Basic per month	6,000

**Notes:**

1. Flexi reimbursement kindly refer table above.
2. Reimbursement amount can be claimed monthly (Subject to submission of valid bills as per eligibility on ADP portal). If bills are not submitted, the amount can be claimed subject to TDS. Unclaimed amount will be paid taxable at financial year end.
3. TDS applicable as per Tax Laws.
4. Gratuity will be applicable on completion of 5 years in the Morningstar India Pvt. Ltd.
5. Performance Bonus is discretionary in nature and is over and above Base salary and calculated based on Company, Business unit and Individual performance.
6. Shift allowance is subject to working in shifts. Employees working in Early Morning, Afternoon & Night shift are eligible for shift allowance, prorated to no. of days worked in whichever shift. General shift employees are not eligible for shift allowance.
7. At Morningstar, we have teams that work in various shifts owing to business need and to work closely with global teams. In case your team works in shifts, please note you may be required to work in rotational shifts.
8. Company transport is mandatory for female employees and they will not be eligible for travel allowance
9. \* Please note NPS contribution will be made only If the employee is willing to contribute equivalent amount (Election on ADP is mandatory to

Benefits Offered		Company Contribution / Eligibility Per Annum (INR)
   Invest in Your <b>Retirement (D)</b>		<b>46,975</b>
Employer Provident Fund		21,600
NPS Employer Contribution *		6,000
Gratuity Provision		19,375
   Invest in Your <b>Well-Being</b>		
Health Insurance (Self + Spouse + Parents + 2 Children)		450,000
Accidental Insurance (Employee only)		500,000
Term Life Insurance (Employee only)		1,860,000
Paid Holidays, Time Offs & Flexi Working Hours		Eligibility as per policy
Connect & Heal (Self + Spouse + Parents + 2 Children)		Emergency health services
Employee Assistance Program (Self + any 5 family members)		"Your Well-Being Coach"
   Invest in Your <b>Growth</b>		
Education Stipend		Yearly eligibility as per policy
CFA		Sponsored program as per policy
LinkedIn Learning		Sponsored membership
Librarywala.com		Book library membership
   Invest in <b>Great Talent</b>		
Internal Job Posting		Internal growth prospect
Employee Referral Plan		Additional monetary benefit
Rewards & Recognition		Monetary & non-monetary awards
   Invest in <b>Ownership</b>		
Shared Ownership Program		Equity plan with company contribution
Impact Awards		Performance based equity awards
   Invest in <b>Your Community</b>		
Matching Gifts Program		Community support



## Appendix B

### 1. Retirement Age

The retirement age from the services of the Company is 58 (Fifty-Eight) years. For all practical purposes, the Date of Birth as per Legal Government Document – Aadhar shall be construed as the basis of calculation.

### 2. Termination without notice

The Company has a Disciplinary Policy in place under which it reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the events are:

- (i) Misconduct
- (ii) Repeated misconduct
- (iii) Breach of instructions by an employee
- (iv) Failure to safeguard the assets of the Company
- (v) Activities which bring the Company into disrepute
- (vi) Any furnished declaration is false
- (vii) The employee is found to have willfully suppressed any material information
- (viii) Criminal conviction by court of law
- (ix) Failure to adhere to Talent & Culture Policy and Code of Conduct, office procedures, rules and regulations that may be in force from time to time
- (x) Where situations warrant action outside this Policy

In the event that the Company exercises this right, it may, at any time during the course of the employment terminate the employment, by stating their intention to do so in writing, without giving notice or a salary payment in lieu of that notice. Such an order may be preceded by an enquiry. If so, you may not be allowed to retire or resign during the period that such enquiry is under contemplation or in progress.

For further details please refer to the Talent & Culture Policy.

### 3. Exit Formalities

Before seizure of employment, employees are required to complete exit formalities and sign necessary forms in this regard, as per company policy in force.

Employee is required to return to the Company, all documents, including copies thereof and property including but not limited to company assets, mobile phone, internet data card and comply with company policy before your last working day in order to obtain release.

Employee need to ensure that they have not retained any data/ confidential information relating to the Company and/Morningstar's clients and that the employee will be personally liable to the Company and/ or our clients in the event that it is found that any data/ confidential information was nevertheless retained by you. This liability shall remain whether or not any such data/ confidential information is later disclosed by you.

December 14, 2021

Mr. Mayur Agarwal

Email id: mayuragarwal929@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Mayur Agarwal,

We are pleased to offer you the position of **Intern - Framework 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Mayur Agarwal

December 14, 2021

Ms. Shreya Bilonikar

Email id: shreyabilonikar29@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Shreya Bilonikar,

We are pleased to offer you the position of **Intern - Business Analyst** 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Shreya Bilonikar

December 14, 2021

Ms. Celine Dsilva

Email id: celinedsilva07@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Celine Dsilva,

We are pleased to offer you the position of **Intern - 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Celine Dsilva

December 14, 2021

Mr. Ron George

Email id: ron.george.336@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Ron George,

We are pleased to offer you the position of **Intern - Framework 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)

Agreed and Accepted  
Ron George

December 14, 2021

Ms. Samantha

Mascarenhas

Email id: samantha010126@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Samantha Mascarenhas,

We are pleased to offer you the position of **Intern - Business Analyst** 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Samantha Mascarenhas

Version 1.1



December 14, 2021

Ms. Sheetal Sharma

Email id: sharmasheetal9798@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Sheetal Sharma,

We are pleased to offer you the position of **Intern - 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Sheetal Sharma



December 14, 2021

Mr. Tijo Kottadyil

Thomas

Email id: thomastijo2000@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Tijo Kottadyil Thomas,

We are pleased to offer you the position of **Intern - 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.

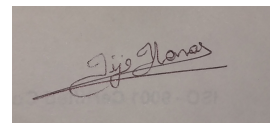
During the period of internship you will be paid a fixed amount of INR 23,000/- per month as stipend and a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training.

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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Tijo Kottadyil Thomas





30 December,2021

Mr. Manik Pandita

Email id: [pandita.manik10@gmail.com](mailto:pandita.manik10@gmail.com) | Phone no: 8716806900

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Manik Pandita,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Manik Pandita)



30 December,2021

Mr. Mahesh Babar

Email id: [maheshbabar9340@gmail.com](mailto:maheshbabar9340@gmail.com) | Phone no: 9326585415

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Mahesh Babar,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Mahesh Babar)





30 December,2021

Ms. Ridhi bauskar

Email id: [ridhi01bauskar@gmail.com](mailto:ridhi01bauskar@gmail.com) | Phone no: 7303147742

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Ridhi bauskar,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Ridhi Bauskar)



30 December,2021

Mr. Aaron D'sa

Email id: [aaronsa05@gmail.com](mailto:aaronsa05@gmail.com) | Phone no: 9082523526

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Aaron D'sa,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)

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Agreed and Accepted  
(Aaron D'sa)

December 14, 2021

Mr. Umayr Farooqui

Email id: umayrfarooqui45@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Umayr Farooqui,

We are pleased to offer you the position of **Intern - Business Analyst** 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 23,000/- 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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)

Agreed and Accepted  
Umayr Farooqui



30 December,2021

Mr. Manuel Fernandes

Email id: [manuelfernandes615@gmail.com](mailto:manuelfernandes615@gmail.com) | Phone no: 8828370091

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Manuel Fernandes,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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 iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation
- e. **Compensation:**
  - i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
  - ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
  - iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000
<b>Fixed Component</b>	<b>QCDP</b>	<b>Total CTC</b>
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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
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Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Manuel Fernandes)



30 December,2021

Ms. Mareena Fernandes

Email id: [themareenafernandes@gmail.com](mailto:themareenafernandes@gmail.com) | Phone no: 8369473897

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Mareena Fernandes,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

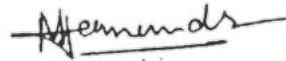
This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Mareena Fernandes)



30 December,2021

Mr. Aksh Mehta

Email id: [akshmehta2000@gmail.com](mailto:akshmehta2000@gmail.com) | Phone no: 9969305847

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Aksh Mehta,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

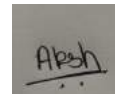
This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Aksh Mehta)





30 December,2021

Ms. Leandra Monteiro

Email id: [monteiroleandra17@gmail.com](mailto:monteiroleandra17@gmail.com) | Phone no: 9673378844

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Leandra Monteiro,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Leandra Monteiro)



30 December,2021

Mr. Aditya Subramanian

Email id: [adu.subr@gmail.com](mailto:adu.subr@gmail.com) | Phone no: 9930481999

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Aditya Subramanian,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)

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Agreed and Accepted  
(Aditya Subramanian)



30 December,2021

Ms. Sonali Joshi

Email id: [sonalijoshi741963@gmail.com](mailto:sonalijoshi741963@gmail.com) | Phone no: 9637841609

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Sonali Joshi,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of **Rs. 600/-** per month for your internship period.



vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit the following:

1. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and

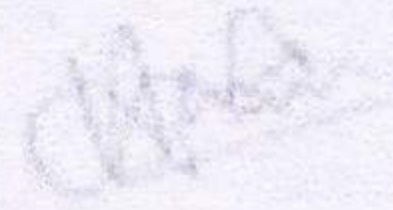



- Post-Graduation).
2. Proof of Date of Birth.
  3. Proof of Current Address
  4. PAN Card (3 copies)
  5. Aadhar Card (3 copies)
  6. Copy of latest valid passport
  7. Latest Passport size photograph (3 copies)
  8. Banking details for online stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a 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  
(Sonali Joshi)

December 14, 2021

Mr. Sani Chakkalakkal

Email id: crce.8534.elec@gmail.com

**Sub: Letter of Intent Quantiphi Analytics Solutions Private Limited ('Company')**

Dear Sani Chakkalakkal,

We are pleased to offer you the position of **Intern - Business Analyst** 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.

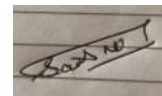
During the period of internship you will be paid a fixed amount of INR 23,000/- per month as stipend and a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training.

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 be considered as null and void.



Authorized Signatory  
Vivek Khemani  
(Director)



Agreed and Accepted  
Sani Chakkalakkal



30 December,2021

Mr. Dhiraj Nair

Email id: [crce.8552.elec@gmail.com](mailto:crce.8552.elec@gmail.com) | Phone no: 9619256678

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Dhiraj Nair,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Dhiraj Nair)



30 December,2021

Mr. Aditya Pandey

Email id: [crce.8557.elec@gmail.com](mailto:crce.8557.elec@gmail.com) | Phone no: 9518523406

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Aditya Pandey,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Aditya Pandey)





30 December,2021

Ms. Kiran Rathod

Email id: [crce.8562.elec@gmail.com](mailto:crce.8562.elec@gmail.com) | Phone no: 9768143845

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Kiran Rathod,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Kiran Rathod)



30 December,2021

Mr. Sandeep Rathod

Email id: [crce.8563.elec@gmail.com](mailto:crce.8563.elec@gmail.com) | Phone no: 7249439205

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Sandeep Rathod,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Machine Learning Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Sandeep Rathod)



30 December,2021

Mr. Sylvester Rodrigues

Email id: [crce.8567.elec@gmail.com](mailto:crce.8567.elec@gmail.com) | Phone no: 7738742709

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Sylvester Rodrigues,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Sylvester Rodrigues)



30 December,2021

Ms. Tanmayee Sawant

Email id: [tanmayeesawant.720@gmail.com](mailto:tanmayeesawant.720@gmail.com) | Phone no: 9619923728

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Tanmayee Sawant,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.



Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Tanmayee Sawant)



05 January,2022

Mr. Nikhil Sharma

Email id: [crce.8570.elec@gmail.com](mailto:crce.8570.elec@gmail.com) | Phone no: 8779667812

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Nikhil Sharma,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.
- vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the



Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Nikhil Sharma)



30 December,2021

Ms. Shamita Shetty

Email id: [crce.8572.elec@gmail.com](mailto:crce.8572.elec@gmail.com) | Phone no: 9920423825

**Sub: Offer Letter for Internship in Quantiphi Analytics Solutions Private Limited**

Dear Shamita Shetty,

With reference to our discussions regarding an internship opportunity to gain practical experience, we are pleased to offer you internship in the position of **Intern - Business Analyst** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **10 January,2022** at such time as may be agreed to between the Company and you. In any event, the date of joining cannot be later than 10 January,2022.

**The offer details are as follows:**

**1. Onboarding:** As part of the internship onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

**a. Details:**

- 1) 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
- 2) This program aims to be both challenging and rewarding, while considering the applicable guidelines issued by the Ministry of Health

**b. Duration:** The internship program is for a duration of 6 months. However, the Company reserves the right to curtail or extend the duration of the internship at its sole discretion, including for reasons of non-satisfactory performance of the intern.

**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 consideration for 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)** as a fixed stipend to cover for your expenses during internship. The Intern shall not be entitled to any other emoluments, earnings, allowances & benefits etc. of any nature unless specifically communicated in writing.
- ii. Apart from ESI & Taxes if any, no other statutory deductions, or benefits would be made or provided to the Intern.
- iii. 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
- iv. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.





Vi. This contract of Internships is terminable by you by giving one (1) months' notice period to the Company for no cause. During the period of your Internship, however, the Company may terminate the internship by giving one week's notice period or pay in lieu of the same, at the sole discretion of the Company. The Company may, at its sole discretion, terminate the internship with immediate effect without any notice or pay in lieu if, in case the intern has engaged in misconduct or has violated the terms of the internship.

vii. For all practical purposes, your tenure with the Company shall be treated as that of an intern until you are confirmed as a full time employee as per the terms of your internship letter.

## 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 6 months internship and if your performance is found to be satisfactory by the Company at its sole discretion, you will be eligible to join us as a full time employee and will be a part of the program.
- c. **Duration:** Q-CDP program is for a duration of three years from the date of successful enrolment into the Q-CDP program.
- d. **Performance Evaluation:** During your tenure with the Company ,your performance will be subject to continuous evaluation

### e. Compensation:

- i. The total package offered under this program, if you are successfully confirmed as a full time employee, shall be as per the components detailed below. .
- ii. The Q-CDP component shall be paid out as per the applicable Company guidelines and shall be refundable in full in case you decide to leave the organization within the timelines prescribed in the policies or if you are terminated for cause, except for performance issues.
- iii. Post confirmation as a full time employee, your performance review and appraisal shall be held in the month of July 2023 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 the above terms and conditions regarding the Q-CDP program may be subject to change at the sole discretion of the company.

Rating	% increment on Fixed component	QCDP Bonus (in INR)
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Fixed Component	QCDP	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

On the date of your joining, you are required to submit 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 stipend deposit (bank name, branch name, account no., IFSC code of the branch)

Your detailed internship letter will be issued to you on the day of joining the Company as an intern. Your internship will be subject to verification of references and this offer is subject to you being medically fit.

This offer is further subject to verification of the particulars given by you. In case any particular mentioned by you is found to be false or incorrect, the internship shall be terminated immediately at the sole discretion of the Company without any notice or pay in lieu of the same.

We welcome you to the Quantiphi family. Please sign a copy and send us a scan of this letter as a token of acceptance of the same.



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Authorized Signatory  
Vivek Khemani  
(Director)



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Agreed and Accepted  
(Shamita Shetty)

April 07, 2022

**Mr. Hansie Dilip Aloj**

1784, Vaslai Devale Road, Musarwadi, Kaular Bk, Vasai West, Palghar, Maharashtra - 401201.

**OFFER LETTER**

**Dear Mr. Hansie,**

On behalf of Wissen Technology, we are very pleased to offer you employment as **“Trainee Analyst”** at our Wissen office.

Wissen Technology was incorporated in 2015 to provide niche solutions with its high-end Application Development and Machine Learning/AI capabilities. The company is part of Wissen Group, which was established in the year 2000 and has over 4000 employees. Wissen Technology is a young and dynamic organization and is growing rapidly.

Our organization is powered by six core values - Ownership & Commitment, Seeking Perfection, Curiosity, Respect, Integrity and Transparency. Our values drive our operating principles, namely Align with Client Goals, Make an Impact, Design for High Performance, Collaborate and Give. Through our values and operating principles, we aspire to be the partner of choice for our clients. I am sure that your contributions would be invaluable in taking the company forward.

Wissen is a merit-based organization and offers a path to becoming a partner in the company. You can become a partner by demonstrating an entrepreneurial zeal in alignment with our core values and operating principles. We are highly flexible and agile and often respond positively to ideas and suggestions.

This Offer Letter outlines only the basic terms which are not exhaustive and does not include the detailed terms and conditions of your employment. This Offer Letter is subject to your acceptance of employment terms listed below.

1. Your date of commencement of Employment will be on or before **June 01, 2022**.
2. Your work location will be **Mumbai**
3. Your starting remuneration will be CTC of **Rs. 8,00,000/-** annualized
4. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.



5. Kindly sign a copy of this Offer Letter as a token of your acceptance of employment with Wissen Technology.
6. This Offer Letter is subject to your commitment for a period of 18 months with the company from date of Joining, the allied service agreement of which shall also be subject to your consent and acceptance.

We are very excited to have you as part of Wissen Technology and we look forward to a productive and mutually working relationship.

Yours truly,  
For Wissen Technology



**Mohan Mummadi**

**Vice President**

**Enclosed:**

- I. Annexure – A (Salary Structure)
- II. Annexure B (Retention Bonus)



## Annexure – A

ANNEXURE-A COST TO COMPANY(CTC)	
Name : Hansie Dilip Aloj	
Designation : Trainee Analyst	
<b>Monthly Components (In Rs.)</b>	
Basic Salary	29,334
House Rent Allowance/Company Leased Accommodation	11,734
Allowance	12,363
Flexi Basket @	8,000
<b>TOTAL: Monthly (A)</b>	<b>61,431</b>
<b>TOTAL: Monthly : Annualised (B)</b>	<b>7,37,168</b>
<b>Annual Components(In Rs.)</b>	
Provident Fund ( VPF can be opted up to 80% of basic salary)	21,600
Group Health Insurance (premium for Family Cover )	24,000
Life Coverage (Under Gratuity)	300
Gratuity	16,932
<b>TOTAL: Annual (C)</b>	<b>62,832</b>
<b>Cost to Company (B) + (C) [Annual]</b>	<b>8,00,000</b>
<b>* SOCIAL SECURITY &amp; HEALTH BENEFITS [As Per Schemes]</b>	<b>MAX SUB-LIMITS (per annum)</b>
Group Health Insurance (Family Cover)	5,00,000
Group Term life Insurance	2 Times the CTC
Group Personal Accident Insurance	3 Times the CTC
<b>@ FLEXI BASKET DETAILS</b>	<b>MAX SUB-LIMITS (per annum) in Rs.</b>
<b>TOTAL ANNUAL FLEXI BASKET Not to exceed-</b>	<b>96,000</b>
Official Attire	20,000
Fuel Reimbursement and Car Maintenance Charges	77,000
Training, Certification and Reference Books	35,000
Leave Travel Assistance / Allowance	30,000
Sodexo card (Default and mandatory component)	26,400
<p><i>Employee has an option of availing all, some or none of the <b>Flexi Basket</b> across various components as per annual limits and entitlements indicated in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid to the individual as an Allowance at the end of the year. <b>Please check with the HR team for more details.</b></i></p> <p><b>Note: Any Personal Tax liability arising out of compensation will be borne solely by the employee.</b></p> <p><i>Your compensation details are personal and strictly confidential only to you. This should not be shared with any person other than your reporting manager and HR.</i></p>	



## Guidelines

### Compensation

Your Gross Annual Cost-to-Company is **INR 8,00,000/-** (Rupees Eight Lakhs only). The monthly remuneration shall be paid on the last day of each month. Please refer to Annexure-A for break-up of your compensation. Please maintain strict confidentiality of your compensation information.

### Probation

You will be on probation for an initial period of three months from the date of your joining. This may however be extended depending on the performance during the period. Availing leaves during probation is strongly discouraged. In case of emergency, one must take prior approval from the Reporting Manager. Absenteeism/Leaves in the said period shall also result in extension of the probation.

### Hours of Work

You will be required to work for 40 hours minimum in a week, Monday through Friday. You may be required to work additional hours as may be necessary for the efficient execution of your responsibilities. If you are working at the client location, you will be following the working hours and the holidays as dictated by your client.

### Leaves

On confirmation as a permanent employee, you will be entitled to 19 leaves per financial year. In addition, you can take up to 6 Sick Leaves per annum on medical grounds. The company's Leave policy can be modified at any time, in its sole discretion, upon notice to you. Refer to the Wissen Leave Policy for the complete guidelines pertaining to all Leave types.

### Background Check

Your employment is contingent on successful verification of background information provided by you during the selection process. Please provide complete and clear information about your background as soon as possible. The company reserves the right to terminate your employment if background checks are not clear. In accordance with Wissen's policy, background checks from Wissen approved BGC vendor are required for individuals being considered for employment. An email will be sent to you with the form, please complete all sections of the form that are applicable to you and e-sign the document and share it with us on **April 09, 2022**.



Please note this offer will expire if you fail to submit the required documents with in the specified date. A mandatory document check list will be provided to you in a background check email which will help you determine the required documents for verification.

### **Service Agreement**

As a Trainee Analyst you shall get into a Service Agreement with Wissen on the day of your joining, per se the company shall provide the employee all necessary and relevant specialized technical training and mentoring required to execute the projects for which the company shall incur a substantial administrative cost. Consequently, in the event an employee decides to terminate his/her service within 18 months from the day of joining; irrespective of the span of the remaining term; he /she shall be liable to pay a sum of Rs 4,00,000 (Rupees Four Lakh only) to the company.

### **Performance Appraisal**

Your salary will be revised annually in accordance with the company's policy. The standard appraisal period is April to March. You must complete a minimum of 9 months period with Wissen for the eligibility to appraisal cycle. Refer to the Wissen Performance Appraisal process for more details.

#### Wissen's Standard Process

- i. For candidates joining between January to June, the salary review will be in April of the following year on prorated basis.
- ii. For candidates joining between July to December, the salary review will be in October of the following year on prorated basis; these candidates will also be eligible for an interim appraisal in April the next year so that they fall under the common April cycle

### **Insurance Coverage**

You will be provided with Group Life Insurance, Group Personal Accident Insurance as well as Group Health Insurance.

### **Gratuity**

You will be eligible for payment of Gratuity as per the provisions of the "Payment of Gratuity Act, 1972".

### **Termination of Employment**

The Employee/Employer is to give a notice of **90 days** to terminate the employment. The company reserves the right to either pay or recover the salary in lieu of the Notice Period.



## Sexual Harassment

Wissen has a clear policy on 'Prevention of Sexual Harassment' which follows the Prevention, Prohibition and Redressal of Sexual Harassment against Women at Workplace Act, 2013. Wissen is extremely serious about creating a safe environment at the workplace. Wissen reserves the right to terminate your employment without notice and without payment of severance, "for cause" in the event you have been found guilty of any conduct leading to Sexual Harassment at workplace after due enquiry by Wissen POSH Committee.

## Applicability of Company Policies

At the time of joining, you agree to comply with all company policies. The company shall be entitled to make policy amendments from time to time pertaining to matters like Leave entitlement, maternity leave, employee benefits, working hours, Retention policies, Performance Appraisal, Transfer policies, notice period clause, Learning and Development Policy etc and may alter from time to time at its sole discretions. All such policy decisions shall be binding on you and shall override this Agreement to that extent.

## General

You will be governed by the company's rules and regulations which are in force right at the moment and also to those which may come in future even if they are not individually notified to you in the form of writing. Your employment is governed by the laws of India.

Additionally, on the day of your joining at Wissen, please submit the following documents:

- Acceptance copy of Wissen's appointment letter signed by you on all pages
- Passport
- PAN Card
- Aadhaar Card
- Five color passport size photographs
- Valid Work Permit issued by Government of India, if applicable
- 10th Class mark sheet & certificate
- 12th Class mark sheet & certificate
- Bachelor's degree mark sheets (all semesters and consolidated)
- Bachelor's degree certificate / convocation certificate/Provisional Certificate
- Master's degree certificate / convocation certificate
- Diploma mark sheets (all semesters and consolidated)





- Diploma certificate
- Any other certificates
- Appointment letter, relieving letter & experience certificate of all previous companies
- Driving license / voters ID card / ration card / electricity bill / mobile bill /rental agreement
- Blood group and RH type

Kindly confirm your acceptance by signing this offer letter.

If you have any queries or you want to discuss over any of these terms, please feel free to e-mail [wissentechology.hr@wissen.com](mailto:wissentechology.hr@wissen.com).If you would like to change the date of joining, please inform in advance so that the management can take notice of it and you can be confirmed with a new date.

Sincerely,

**For Wissen Technology Pvt Ltd**



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions of the offer mentioned above. I also confirm to join on the date mentioned.

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

Signature: \_\_\_\_\_

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

April 07, 2022

Hansie Dilip Aloj  
Trainee Analyst

**Annexure B**

**Retention Bonus**

In line with our policy, you shall be paid one-time Retention bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2023, which is fully recoverable if your leave Wissen on or before 30<sup>th</sup> September 2024.

Similarly, you will also be eligible to receive an additional one -time Retention Bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2024, which also be fully recoverable if you leave the company on or before 30<sup>th</sup> September 2025.

The Retention bonus amount paid will be subject to tax as per Income tax laws in India.

We look forward to a mutually rewarding relationship with you.

For and on behalf of Wissen Technology



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions mentioned above.

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

Signature: \_\_\_\_\_

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

April 07, 2022

**Mr. Lyndon Luke Hodges**

B/503, Garnet, Rajhans Dreams Stella Road Stella, Vasai (West) Behind Bishops House Vasai Thane Maharashtra - 401201.

**OFFER LETTER**

**Dear Mr. Lyndon,**

On behalf of Wissen Technology, we are very pleased to offer you employment as **“Trainee Analyst”** at our Wissen office.

Wissen Technology was incorporated in 2015 to provide niche solutions with its high-end Application Development and Machine Learning/AI capabilities. The company is part of Wissen Group, which was established in the year 2000 and has over 4000 employees. Wissen Technology is a young and dynamic organization and is growing rapidly.

Our organization is powered by six core values - Ownership & Commitment, Seeking Perfection, Curiosity, Respect, Integrity and Transparency. Our values drive our operating principles, namely Align with Client Goals, Make an Impact, Design for High Performance, Collaborate and Give. Through our values and operating principles, we aspire to be the partner of choice for our clients. I am sure that your contributions would be invaluable in taking the company forward.

Wissen is a merit-based organization and offers a path to becoming a partner in the company. You can become a partner by demonstrating an entrepreneurial zeal in alignment with our core values and operating principles. We are highly flexible and agile and often respond positively to ideas and suggestions.

This Offer Letter outlines only the basic terms which are not exhaustive and does not include the detailed terms and conditions of your employment. This Offer Letter is subject to your acceptance of employment terms listed below.

1. Your date of commencement of Employment will be on or before **June 01, 2022**.
2. Your work location will be **Mumbai**
3. Your starting remuneration will be CTC of **Rs. 8,00,000/-** annualized
4. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.



5. Kindly sign a copy of this Offer Letter as a token of your acceptance of employment with Wissen Technology.
6. This Offer Letter is subject to your commitment for a period of 18 months with the company from date of Joining, the allied service agreement of which shall also be subject to your consent and acceptance.

We are very excited to have you as part of Wissen Technology and we look forward to a productive and mutually working relationship.

Yours truly,  
For Wissen Technology



**Mohan Mummadi**

**Vice President**

**Enclosed:**

- I. Annexure – A (Salary Structure)
- II. Annexure B (Retention Bonus)



## Annexure – A

ANNEXURE-A COST TO COMPANY(CTC)	
Name : Lyndon Luke Hodges	
Designation : Trainee Analyst	
<b>Monthly Components (In Rs.)</b>	
Basic Salary	29,334
House Rent Allowance/Company Leased Accommodation Allowance	11,734
Flexi Basket @	8,000
<b>TOTAL: Monthly (A)</b>	<b>61,431</b>
<b>TOTAL: Monthly : Annualised (B)</b>	<b>7,37,168</b>
<b>Annual Components(In Rs.)</b>	
Provident Fund ( VPF can be opted up to 80% of basic salary)	21,600
Group Health Insurance (premium for Family Cover )	24,000
Life Coverage (Under Gratuity)	300
Gratuity	16,932
<b>TOTAL: Annual (C)</b>	<b>62,832</b>
<b>Cost to Company (B) + (C) [Annual]</b>	<b>8,00,000</b>
<b>* SOCIAL SECURITY &amp; HEALTH BENEFITS [As Per Schemes]</b>	<b>MAX SUB-LIMITS (per annum)</b>
Group Health Insurance (Family Cover)	5,00,000
Group Term life Insurance	2 Times the CTC
Group Personal Accident Insurance	3 Times the CTC
<b>@ FLEXI BASKET DETAILS</b>	<b>MAX SUB-LIMITS (per annum) in Rs.</b>
<b>TOTAL ANNUAL FLEXI BASKET Not to exceed-</b>	<b>96,000</b>
Official Attire	20,000
Fuel Reimbursement and Car Maintenance Charges	77,000
Training, Certification and Reference Books	35,000
Leave Travel Assistance / Allowance	30,000
Sodexo card (Default and mandatory component)	26,400
<p><i>Employee has an option of availing all, some or none of the <b>Flexi Basket</b> across various components as per annual limits and entitlements indicated in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid to the individual as an Allowance at the end of the year. <b>Please check with the HR team for more details.</b></i></p> <p><b>Note: Any Personal Tax liability arising out of compensation will be borne solely by the employee.</b></p> <p><i>Your compensation details are personal and strictly confidential only to you. This should not be shared with any person other than your reporting manager and HR.</i></p>	



## Guidelines

### Compensation

Your Gross Annual Cost-to-Company is **INR 8,00,000/-** (Rupees Eight Lakhs only). The monthly remuneration shall be paid on the last day of each month. Please refer to Annexure-A for break-up of your compensation. Please maintain strict confidentiality of your compensation information.

### Probation

You will be on probation for an initial period of three months from the date of your joining. This may however be extended depending on the performance during the period. Availing leaves during probation is strongly discouraged. In case of emergency, one must take prior approval from the Reporting Manager. Absenteeism/Leaves in the said period shall also result in extension of the probation.

### Hours of Work

You will be required to work for 40 hours minimum in a week, Monday through Friday. You may be required to work additional hours as may be necessary for the efficient execution of your responsibilities. If you are working at the client location, you will be following the working hours and the holidays as dictated by your client.

### Leaves

On confirmation as a permanent employee, you will be entitled to 19 leaves per financial year. In addition, you can take up to 6 Sick Leaves per annum on medical grounds. The company's Leave policy can be modified at any time, in its sole discretion, upon notice to you. Refer to the Wissen Leave Policy for the complete guidelines pertaining to all Leave types.

### Background Check

Your employment is contingent on successful verification of background information provided by you during the selection process. Please provide complete and clear information about your background as soon as possible. The company reserves the right to terminate your employment if background checks are not clear. In accordance with Wissen's policy, background checks from Wissen approved BGC vendor are required for individuals being considered for employment. An email will be sent to you with the form, please complete all sections of the form that are applicable to you and e-sign the document and share it with us on **April 09, 2022**.



Please note this offer will expire if you fail to submit the required documents with in the specified date. A mandatory document check list will be provided to you in a background check email which will help you determine the required documents for verification.

### **Service Agreement**

As a Trainee Analyst you shall get into a Service Agreement with Wissen on the day of your joining, per se the company shall provide the employee all necessary and relevant specialized technical training and mentoring required to execute the projects for which the company shall incur a substantial administrative cost. Consequently, in the event an employee decides to terminate his/her service within 18 months from the day of joining; irrespective of the span of the remaining term; he /she shall be liable to pay a sum of Rs 4,00,000 (Rupees Four Lakh only) to the company.

### **Performance Appraisal**

Your salary will be revised annually in accordance with the company's policy. The standard appraisal period is April to March. You must complete a minimum of 9 months period with Wissen for the eligibility to appraisal cycle. Refer to the Wissen Performance Appraisal process for more details.

#### Wissen's Standard Process

- i. For candidates joining between January to June, the salary review will be in April of the following year on prorated basis.
- ii. For candidates joining between July to December, the salary review will be in October of the following year on prorated basis; these candidates will also be eligible for an interim appraisal in April the next year so that they fall under the common April cycle

### **Insurance Coverage**

You will be provided with Group Life Insurance, Group Personal Accident Insurance as well as Group Health Insurance.

### **Gratuity**

You will be eligible for payment of Gratuity as per the provisions of the "Payment of Gratuity Act, 1972".

### **Termination of Employment**

The Employee/Employer is to give a notice of **90 days** to terminate the employment. The company reserves the right to either pay or recover the salary in lieu of the Notice Period.



## Sexual Harassment

Wissen has a clear policy on 'Prevention of Sexual Harassment' which follows the Prevention, Prohibition and Redressal of Sexual Harassment against Women at Workplace Act, 2013. Wissen is extremely serious about creating a safe environment at the workplace. Wissen reserves the right to terminate your employment without notice and without payment of severance, "for cause" in the event you have been found guilty of any conduct leading to Sexual Harassment at workplace after due enquiry by Wissen POSH Committee.

## Applicability of Company Policies

At the time of joining, you agree to comply with all company policies. The company shall be entitled to make policy amendments from time to time pertaining to matters like Leave entitlement, maternity leave, employee benefits, working hours, Retention policies, Performance Appraisal, Transfer policies, notice period clause, Learning and Development Policy etc and may alter from time to time at its sole discretions. All such policy decisions shall be binding on you and shall override this Agreement to that extent.

## General

You will be governed by the company's rules and regulations which are in force right at the moment and also to those which may come in future even if they are not individually notified to you in the form of writing. Your employment is governed by the laws of India.

Additionally, on the day of your joining at Wissen, please submit the following documents:

- Acceptance copy of Wissen's appointment letter signed by you on all pages
- Passport
- PAN Card
- Aadhaar Card
- Five color passport size photographs
- Valid Work Permit issued by Government of India, if applicable
- 10th Class mark sheet & certificate
- 12th Class mark sheet & certificate
- Bachelor's degree mark sheets (all semesters and consolidated)
- Bachelor's degree certificate / convocation certificate/Provisional Certificate
- Master's degree certificate / convocation certificate
- Diploma mark sheets (all semesters and consolidated)





- Diploma certificate
- Any other certificates
- Appointment letter, relieving letter & experience certificate of all previous companies
- Driving license / voters ID card / ration card / electricity bill / mobile bill /rental agreement
- Blood group and RH type

Kindly confirm your acceptance by signing this offer letter.

If you have any queries or you want to discuss over any of these terms, please feel free to e-mail [wissentechology.hr@wissen.com](mailto:wissentechology.hr@wissen.com).If you would like to change the date of joining, please inform in advance so that the management can take notice of it and you can be confirmed with a new date.

Sincerely,

**For Wissen Technology Pvt Ltd**



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions of the offer mentioned above. I also confirm to join on the date mentioned.

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

Signature: \_\_\_\_\_

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

April 07, 2022

Lyndon Luke Hodges  
Trainee Analyst

**Annexure B**

**Retention Bonus**

In line with our policy, you shall be paid one-time Retention bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2023, which is fully recoverable if your leave Wissen on or before 30<sup>th</sup> September 2024.

Similarly, you will also be eligible to receive an additional one -time Retention Bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2024, which also be fully recoverable if you leave the company on or before 30<sup>th</sup> September 2025.

The Retention bonus amount paid will be subject to tax as per Income tax laws in India.

We look forward to a mutually rewarding relationship with you.

For and on behalf of Wissen Technology



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions mentioned above.

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

Signature: \_\_\_\_\_

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

## Annexure B

### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **HashedIn Technologies Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office #36/5, Somasundara Palya, 27th Main Road, Sector 2, HSR Layout, Bengaluru - 560102. (the "Employer") as 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, **Software Engineer-I** 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, 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.** Employees of the Employer holding a senior or managerial position with the Employer may 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 (including theft, damage or loss), 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*.

**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.

18. **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**

19. **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.
20. **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.

21. **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.
22. **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

23. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in Bengaluru, Karnataka, 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.
24. **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*.
25. **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.
26. **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.
27. **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.



28. **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.

29. **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.

30. **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 HashedIn Technologies Private Limited**

**Authorized Signatory**

Effective as of **4th July 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.



Signature

**Ayush Yadav**

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 (v) Deloitte Special Projects India Private Limited (vi) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited and (vii) HashedIn Technologies 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:  
**For HashedIn Technologies Private Limited**

**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.

 _____	<b>Ayush Yadav</b> _____	<b>15/06/2022</b> _____
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

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**For HashedIn Technologies Private Limited**

Authorized Signatory

I have read and understood the above policy terms.

	<b>Ayush Yadav</b>	<b>15/06/2022</b>
_____ 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 Entity** (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](http://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.HashedIn.com](http://www.HashedIn.com) and [www.deloittenet.com](http://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 Maternity Benefit Act, 1961 and any amendments thereto, including having 26 weeks of maternity leave with pay, as applicable.

#### Terms & Benefits Summary\*

Terms & Benefit Items	Description
Working Hours	The working hours are flexible (Monday to Friday).
No of Salary Payments	12 Salary Payments
Notice Period	Two months' notice period unless otherwise specified by employment contract.
Medical Insurance	Company will facilitate providing medical insurance for the employee.
Annual Leave	Employees are eligible for 30 calendar days per annum. Annual Leave entitlement will be prorated for the first and last year of service. One third of the leave entitlement shall be allowed to be carried forward to the next year and must be cleared by June of the following year. The timing of annual leave should be discussed with and approved at least 2 weeks before your Manager.
Holidays	Employees will be entitled to 10 public holidays (including floating calendar year).

\*The information in this summary is presented for the convenience of benefit plan and program participants only. If there are any discrepancies between the information in this summary and the applicable Employer benefit plan, the actual benefit plan document shall, in all cases, govern. In accordance with each plan and/or program, the Employer reserves the right to amend or discontinue the plan and/or program described in this summary at any time without prior notice to, or consent by, employees.

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## 1. 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.

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## 2. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

During the probation period which is the first six months of your employment, the Employer may terminate your employment by giving two week's notice or pay in lieu of such notice. In case the employee resigns/ gives notice for termination of employment, the Employer, at its sole discretion, may relieve the employee before expiry of the notice period without any financial liability or commitment to allow them to continue in service till the end of notice period.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

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.

On termination, a reconciliation of reimbursements against monthly accrued allowances will be calculated. You agree for the Employer to offset any overpayment against any money owing to you on termination of employment.

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## 3. 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 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](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*.

Your employment is conditional upon you not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity or being a partner in a partnership firm or director on the Board of any Company, or having any other affiliation that will detract from your full time employment with the Employer.

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://HashedIn.com/> and <https://deloitte.net.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 **4th July 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.



**Ayush Yadav**

Signature

Name

April 07, 2022

**Mr. Shresht Keshav Acharya**

B-404, Jheel apartment, Sanghvi Nagar, opp Hatkesh, Mira Road, Thane- Mumbai – 401107.

**OFFER LETTER**

**Dear Mr. Shresht,**

On behalf of Wissen Technology, we are very pleased to offer you employment as **“Trainee Analyst”** at our Wissen office.

Wissen Technology was incorporated in 2015 to provide niche solutions with its high-end Application Development and Machine Learning/AI capabilities. The company is part of Wissen Group, which was established in the year 2000 and has over 4000 employees. Wissen Technology is a young and dynamic organization and is growing rapidly.

Our organization is powered by six core values - Ownership & Commitment, Seeking Perfection, Curiosity, Respect, Integrity and Transparency. Our values drive our operating principles, namely Align with Client Goals, Make an Impact, Design for High Performance, Collaborate and Give. Through our values and operating principles, we aspire to be the partner of choice for our clients. I am sure that your contributions would be invaluable in taking the company forward.

Wissen is a merit-based organization and offers a path to becoming a partner in the company. You can become a partner by demonstrating an entrepreneurial zeal in alignment with our core values and operating principles. We are highly flexible and agile and often respond positively to ideas and suggestions.

This Offer Letter outlines only the basic terms which are not exhaustive and does not include the detailed terms and conditions of your employment. This Offer Letter is subject to your acceptance of employment terms listed below.

1. Your date of commencement of Employment will be on or before **June 01, 2022**.
2. Your work location will be **Mumbai**
3. Your starting remuneration will be CTC of **Rs. 8,00,000/-** annualized
4. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.



5. Kindly sign a copy of this Offer Letter as a token of your acceptance of employment with Wissen Technology.
6. This Offer Letter is subject to your commitment for a period of 18 months with the company from date of Joining, the allied service agreement of which shall also be subject to your consent and acceptance.

We are very excited to have you as part of Wissen Technology and we look forward to a productive and mutually working relationship.

Yours truly,  
For Wissen Technology



**Mohan Mummadi**

**Vice President**

**Enclosed:**

- I. Annexure – A (Salary Structure)
- II. Annexure B (Retention Bonus)



## Annexure – A

ANNEXURE-A COST TO COMPANY(CTC)	
Name : Shresht Keshav Acharya	
Designation : Trainee Analyst	
<b>Monthly Components (In Rs.)</b>	
Basic Salary	29,334
House Rent Allowance/Company Leased Accommodation	11,734
Allowance	12,363
Flexi Basket @	8,000
<b>TOTAL: Monthly (A)</b>	<b>61,431</b>
<b>TOTAL: Monthly : Annualised (B)</b>	<b>7,37,168</b>
<b>Annual Components(In Rs.)</b>	
Provident Fund ( VPF can be opted up to 80% of basic salary)	21,600
Group Health Insurance (premium for Family Cover )	24,000
Life Coverage (Under Gratuity)	300
Gratuity	16,932
<b>TOTAL: Annual (C)</b>	<b>62,832</b>
<b>Cost to Company (B) + (C) [Annual]</b>	<b>8,00,000</b>
<b>* SOCIAL SECURITY &amp; HEALTH BENEFITS [As Per Schemes]</b>	<b>MAX SUB-LIMITS (per annum)</b>
Group Health Insurance (Family Cover)	5,00,000
Group Term life Insurance	2 Times the CTC
Group Personal Accident Insurance	3 Times the CTC
<b>@ FLEXI BASKET DETAILS</b>	<b>MAX SUB-LIMITS (per annum) in Rs.</b>
<b>TOTAL ANNUAL FLEXI BASKET Not to exceed-</b>	<b>96,000</b>
Official Attire	20,000
Fuel Reimbursement and Car Maintenance Charges	77,000
Training, Certification and Reference Books	35,000
Leave Travel Assistance / Allowance	30,000
Sodexo card (Default and mandatory component)	26,400
<p><i>Employee has an option of availing all, some or none of the <b>Flexi Basket</b> across various components as per annual limits and entitlements indicated in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid to the individual as an Allowance at the end of the year. <b>Please check with the HR team for more details.</b></i></p> <p><b>Note: Any Personal Tax liability arising out of compensation will be borne solely by the employee.</b></p> <p><i>Your compensation details are personal and strictly confidential only to you. This should not be shared with any person other than your reporting manager and HR.</i></p>	



## Guidelines

### Compensation

Your Gross Annual Cost-to-Company is **INR 8,00,000/-** (Rupees Eight Lakhs only). The monthly remuneration shall be paid on the last day of each month. Please refer to Annexure-A for break-up of your compensation. Please maintain strict confidentiality of your compensation information.

### Probation

You will be on probation for an initial period of three months from the date of your joining. This may however be extended depending on the performance during the period. Availing leaves during probation is strongly discouraged. In case of emergency, one must take prior approval from the Reporting Manager. Absenteeism/Leaves in the said period shall also result in extension of the probation.

### Hours of Work

You will be required to work for 40 hours minimum in a week, Monday through Friday. You may be required to work additional hours as may be necessary for the efficient execution of your responsibilities. If you are working at the client location, you will be following the working hours and the holidays as dictated by your client.

### Leaves

On confirmation as a permanent employee, you will be entitled to 19 leaves per financial year. In addition, you can take up to 6 Sick Leaves per annum on medical grounds. The company's Leave policy can be modified at any time, in its sole discretion, upon notice to you. Refer to the Wissen Leave Policy for the complete guidelines pertaining to all Leave types.

### Background Check

Your employment is contingent on successful verification of background information provided by you during the selection process. Please provide complete and clear information about your background as soon as possible. The company reserves the right to terminate your employment if background checks are not clear. In accordance with Wissen's policy, background checks from Wissen approved BGC vendor are required for individuals being considered for employment. An email will be sent to you with the form, please complete all sections of the form that are applicable to you and e-sign the document and share it with us on **April 09, 2022**.



Please note this offer will expire if you fail to submit the required documents with in the specified date. A mandatory document check list will be provided to you in a background check email which will help you determine the required documents for verification.

### **Service Agreement**

As a Trainee Analyst you shall get into a Service Agreement with Wissen on the day of your joining, per se the company shall provide the employee all necessary and relevant specialized technical training and mentoring required to execute the projects for which the company shall incur a substantial administrative cost. Consequently, in the event an employee decides to terminate his/her service within 18 months from the day of joining; irrespective of the span of the remaining term; he /she shall be liable to pay a sum of Rs 4,00,000 (Rupees Four Lakh only) to the company.

### **Performance Appraisal**

Your salary will be revised annually in accordance with the company's policy. The standard appraisal period is April to March. You must complete a minimum of 9 months period with Wissen for the eligibility to appraisal cycle. Refer to the Wissen Performance Appraisal process for more details.

#### Wissen's Standard Process

- i. For candidates joining between January to June, the salary review will be in April of the following year on prorated basis.
- ii. For candidates joining between July to December, the salary review will be in October of the following year on prorated basis; these candidates will also be eligible for an interim appraisal in April the next year so that they fall under the common April cycle

### **Insurance Coverage**

You will be provided with Group Life Insurance, Group Personal Accident Insurance as well as Group Health Insurance.

### **Gratuity**

You will be eligible for payment of Gratuity as per the provisions of the "Payment of Gratuity Act, 1972".

### **Termination of Employment**

The Employee/Employer is to give a notice of **90 days** to terminate the employment. The company reserves the right to either pay or recover the salary in lieu of the Notice Period.





## Sexual Harassment

Wissen has a clear policy on 'Prevention of Sexual Harassment' which follows the Prevention, Prohibition and Redressal of Sexual Harassment against Women at Workplace Act, 2013. Wissen is extremely serious about creating a safe environment at the workplace. Wissen reserves the right to terminate your employment without notice and without payment of severance, "for cause" in the event you have been found guilty of any conduct leading to Sexual Harassment at workplace after due enquiry by Wissen POSH Committee.

## Applicability of Company Policies

At the time of joining, you agree to comply with all company policies. The company shall be entitled to make policy amendments from time to time pertaining to matters like Leave entitlement, maternity leave, employee benefits, working hours, Retention policies, Performance Appraisal, Transfer policies, notice period clause, Learning and Development Policy etc and may alter from time to time at its sole discretions. All such policy decisions shall be binding on you and shall override this Agreement to that extent.

## General

You will be governed by the company's rules and regulations which are in force right at the moment and also to those which may come in future even if they are not individually notified to you in the form of writing. Your employment is governed by the laws of India.

Additionally, on the day of your joining at Wissen, please submit the following documents:

- Acceptance copy of Wissen's appointment letter signed by you on all pages
- Passport
- PAN Card
- Aadhaar Card
- Five color passport size photographs
- Valid Work Permit issued by Government of India, if applicable
- 10th Class mark sheet & certificate
- 12th Class mark sheet & certificate
- Bachelor's degree mark sheets (all semesters and consolidated)
- Bachelor's degree certificate / convocation certificate/Provisional Certificate
- Master's degree certificate / convocation certificate
- Diploma mark sheets (all semesters and consolidated)



- Diploma certificate
- Any other certificates
- Appointment letter, relieving letter & experience certificate of all previous companies
- Driving license / voters ID card / ration card / electricity bill / mobile bill /rental agreement
- Blood group and RH type

Kindly confirm your acceptance by signing this offer letter.

If you have any queries or you want to discuss over any of these terms, please feel free to e-mail [wissentechology.hr@wissen.com](mailto:wissentechology.hr@wissen.com).If you would like to change the date of joining, please inform in advance so that the management can take notice of it and you can be confirmed with a new date.

Sincerely,

**For Wissen Technology Pvt Ltd**



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions of the offer mentioned above. I also confirm to join on the date mentioned.

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

Signature: \_\_\_\_\_

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

April 07, 2022

Shresht Keshav Acharya  
Trainee Analyst

**Annexure B**

**Retention Bonus**

In line with our policy, you shall be paid one-time Retention bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2023, which is fully recoverable if your leave Wissen on or before 30<sup>th</sup> September 2024.

Similarly, you will also be eligible to receive an additional one -time Retention Bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2024, which also be fully recoverable if you leave the company on or before 30<sup>th</sup> September 2025.

The Retention bonus amount paid will be subject to tax as per Income tax laws in India.

We look forward to a mutually rewarding relationship with you.

For and on behalf of Wissen Technology



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions mentioned above.

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

Signature: \_\_\_\_\_

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

April 07, 2022

**Ms. Tanisha Harry Braganza**

E/1/10, 2nd Floor, Tulsi Mahavir Nagar CHS LTD, Mahavir Nagar Complex, Near Icon Hospital, Manpada Road, Dombivli East, Mumbai - 421201.

**OFFER LETTER**

**Dear Ms. Tanisha,**

On behalf of Wissen Technology, we are very pleased to offer you employment as **“Trainee Analyst”** at our Wissen office.

Wissen Technology was incorporated in 2015 to provide niche solutions with its high-end Application Development and Machine Learning/AI capabilities. The company is part of Wissen Group, which was established in the year 2000 and has over 4000 employees. Wissen Technology is a young and dynamic organization and is growing rapidly.

Our organization is powered by six core values - Ownership & Commitment, Seeking Perfection, Curiosity, Respect, Integrity and Transparency. Our values drive our operating principles, namely Align with Client Goals, Make an Impact, Design for High Performance, Collaborate and Give. Through our values and operating principles, we aspire to be the partner of choice for our clients. I am sure that your contributions would be invaluable in taking the company forward.

Wissen is a merit-based organization and offers a path to becoming a partner in the company. You can become a partner by demonstrating an entrepreneurial zeal in alignment with our core values and operating principles. We are highly flexible and agile and often respond positively to ideas and suggestions.

This Offer Letter outlines only the basic terms which are not exhaustive and does not include the detailed terms and conditions of your employment. This Offer Letter is subject to your acceptance of employment terms listed below.

1. Your date of commencement of Employment will be on or before **June 01, 2022**.
2. Your work location will be **Mumbai**
3. Your starting remuneration will be CTC of **Rs. 8,00,000/-** annualized
4. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.



5. Kindly sign a copy of this Offer Letter as a token of your acceptance of employment with Wissen Technology.
6. This Offer Letter is subject to your commitment for a period of 18 months with the company from date of Joining, the allied service agreement of which shall also be subject to your consent and acceptance.

We are very excited to have you as part of Wissen Technology and we look forward to a productive and mutually working relationship.

Yours truly,  
For Wissen Technology



**Mohan Mummadi**

**Vice President**

**Enclosed:**

- I. Annexure – A (Salary Structure)
- II. Annexure B (Retention Bonus)



## Annexure – A

ANNEXURE-A COST TO COMPANY(CTC)	
Name : Tanisha Harry Braganza	
Designation : Trainee Analyst	
<b>Monthly Components (In Rs.)</b>	
Basic Salary	29,334
House Rent Allowance/Company Leased Accommodation	11,734
Allowance	12,363
Flexi Basket @	8,000
<b>TOTAL: Monthly (A)</b>	<b>61,431</b>
<b>TOTAL: Monthly : Annualised (B)</b>	<b>7,37,168</b>
<b>Annual Components(In Rs.)</b>	
Provident Fund ( VPF can be opted up to 80% of basic salary)	21,600
Group Health Insurance (premium for Family Cover )	24,000
Life Coverage (Under Gratuity)	300
Gratuity	16,932
<b>TOTAL: Annual (C)</b>	<b>62,832</b>
<b>Cost to Company (B) + (C) [Annual]</b>	<b>8,00,000</b>
<b>* SOCIAL SECURITY &amp; HEALTH BENEFITS [As Per Schemes]</b>	<b>MAX SUB-LIMITS (per annum)</b>
Group Health Insurance (Family Cover)	5,00,000
Group Term life Insurance	2 Times the CTC
Group Personal Accident Insurance	3 Times the CTC
<b>@ FLEXI BASKET DETAILS</b>	<b>MAX SUB-LIMITS (per annum) in Rs.</b>
<b>TOTAL ANNUAL FLEXI BASKET Not to exceed-</b>	<b>96,000</b>
Official Attire	20,000
Fuel Reimbursement and Car Maintenance Charges	77,000
Training, Certification and Reference Books	35,000
Leave Travel Assistance / Allowance	30,000
Sodexo card (Default and mandatory component)	26,400
<p><i>Employee has an option of availing all, some or none of the <b>Flexi Basket</b> across various components as per annual limits and entitlements indicated in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid to the individual as an Allowance at the end of the year. <b>Please check with the HR team for more details.</b></i></p> <p><b>Note: Any Personal Tax liability arising out of compensation will be borne solely by the employee.</b></p> <p><i>Your compensation details are personal and strictly confidential only to you. This should not be shared with any person other than your reporting manager and HR.</i></p>	



## Guidelines

### Compensation

Your Gross Annual Cost-to-Company is **INR 8,00,000/-** (Rupees Eight Lakhs only). The monthly remuneration shall be paid on the last day of each month. Please refer to Annexure-A for break-up of your compensation. Please maintain strict confidentiality of your compensation information.

### Probation

You will be on probation for an initial period of three months from the date of your joining. This may however be extended depending on the performance during the period. Availing leaves during probation is strongly discouraged. In case of emergency, one must take prior approval from the Reporting Manager. Absenteeism/Leaves in the said period shall also result in extension of the probation.

### Hours of Work

You will be required to work for 40 hours minimum in a week, Monday through Friday. You may be required to work additional hours as may be necessary for the efficient execution of your responsibilities. If you are working at the client location, you will be following the working hours and the holidays as dictated by your client.

### Leaves

On confirmation as a permanent employee, you will be entitled to 19 leaves per financial year. In addition, you can take up to 6 Sick Leaves per annum on medical grounds. The company's Leave policy can be modified at any time, in its sole discretion, upon notice to you. Refer to the Wissen Leave Policy for the complete guidelines pertaining to all Leave types.

### Background Check

Your employment is contingent on successful verification of background information provided by you during the selection process. Please provide complete and clear information about your background as soon as possible. The company reserves the right to terminate your employment if background checks are not clear. In accordance with Wissen's policy, background checks from Wissen approved BGC vendor are required for individuals being considered for employment. An email will be sent to you with the form, please complete all sections of the form that are applicable to you and e-sign the document and share it with us on **April 09, 2022**.



Please note this offer will expire if you fail to submit the required documents with in the specified date. A mandatory document check list will be provided to you in a background check email which will help you determine the required documents for verification.

### **Service Agreement**

As a Trainee Analyst you shall get into a Service Agreement with Wissen on the day of your joining, per se the company shall provide the employee all necessary and relevant specialized technical training and mentoring required to execute the projects for which the company shall incur a substantial administrative cost. Consequently, in the event an employee decides to terminate his/her service within 18 months from the day of joining; irrespective of the span of the remaining term; he /she shall be liable to pay a sum of Rs 4,00,000 (Rupees Four Lakh only) to the company.

### **Performance Appraisal**

Your salary will be revised annually in accordance with the company's policy. The standard appraisal period is April to March. You must complete a minimum of 9 months period with Wissen for the eligibility to appraisal cycle. Refer to the Wissen Performance Appraisal process for more details.

#### Wissen's Standard Process

- i. For candidates joining between January to June, the salary review will be in April of the following year on prorated basis.
- ii. For candidates joining between July to December, the salary review will be in October of the following year on prorated basis; these candidates will also be eligible for an interim appraisal in April the next year so that they fall under the common April cycle

### **Insurance Coverage**

You will be provided with Group Life Insurance, Group Personal Accident Insurance as well as Group Health Insurance.

### **Gratuity**

You will be eligible for payment of Gratuity as per the provisions of the "Payment of Gratuity Act, 1972".

### **Termination of Employment**

The Employee/Employer is to give a notice of **90 days** to terminate the employment. The company reserves the right to either pay or recover the salary in lieu of the Notice Period.





## Sexual Harassment

Wissen has a clear policy on 'Prevention of Sexual Harassment' which follows the Prevention, Prohibition and Redressal of Sexual Harassment against Women at Workplace Act, 2013. Wissen is extremely serious about creating a safe environment at the workplace. Wissen reserves the right to terminate your employment without notice and without payment of severance, "for cause" in the event you have been found guilty of any conduct leading to Sexual Harassment at workplace after due enquiry by Wissen POSH Committee.

## Applicability of Company Policies

At the time of joining, you agree to comply with all company policies. The company shall be entitled to make policy amendments from time to time pertaining to matters like Leave entitlement, maternity leave, employee benefits, working hours, Retention policies, Performance Appraisal, Transfer policies, notice period clause, Learning and Development Policy etc and may alter from time to time at its sole discretions. All such policy decisions shall be binding on you and shall override this Agreement to that extent.

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Additionally, on the day of your joining at Wissen, please submit the following documents:

- Acceptance copy of Wissen's appointment letter signed by you on all pages
- Passport
- PAN Card
- Aadhaar Card
- Five color passport size photographs
- Valid Work Permit issued by Government of India, if applicable
- 10th Class mark sheet & certificate
- 12th Class mark sheet & certificate
- Bachelor's degree mark sheets (all semesters and consolidated)
- Bachelor's degree certificate / convocation certificate/Provisional Certificate
- Master's degree certificate / convocation certificate
- Diploma mark sheets (all semesters and consolidated)



- Diploma certificate
- Any other certificates
- Appointment letter, relieving letter & experience certificate of all previous companies
- Driving license / voters ID card / ration card / electricity bill / mobile bill / rental agreement
- Blood group and RH type

Kindly confirm your acceptance by signing this offer letter.

If you have any queries or you want to discuss over any of these terms, please feel free to e-mail [wissentechology.hr@wissen.com](mailto:wissentechology.hr@wissen.com). If you would like to change the date of joining, please inform in advance so that the management can take notice of it and you can be confirmed with a new date.

Sincerely,


**For Wissen Technology Pvt Ltd**



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions of the offer mentioned above. I also confirm to join on the date mentioned.

Name: Tanisha Harry Braganza

Signature:  \_\_\_\_\_

Date: 09/04/2022

April 07, 2022

Tanisha Harry Braganza  
Trainee Analyst

**Annexure B**

**Retention Bonus**

In line with our policy, you shall be paid one-time Retention bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2023, which is fully recoverable if your leave Wissen on or before 30<sup>th</sup> September 2024.

Similarly, you will also be eligible to receive an additional one -time Retention Bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2024, which also be fully recoverable if you leave the company on or before 30<sup>th</sup> September 2025.

The Retention bonus amount paid will be subject to tax as per Income tax laws in India.

We look forward to a mutually rewarding relationship with you.


For and on behalf of Wissen Technology



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions mentioned above.

Name: Tanisha Harry Braganza

Signature:  \_\_\_\_\_

Date: 09/04/2022

April 07, 2022

**Mr. Yash Sandeep Sankpal**

903 CTS No 397, 1 to 4 Pitle house, laxmi Heights Gaothan Road, Bhandar Whada, Malad West, Mumbai, Maharashtra – 400064.

**OFFER LETTER**

**Dear Mr. Yash,**

On behalf of Wissen Technology, we are very pleased to offer you employment as **“Trainee Analyst”** at our Wissen office.

Wissen Technology was incorporated in 2015 to provide niche solutions with its high-end Application Development and Machine Learning/AI capabilities. The company is part of Wissen Group, which was established in the year 2000 and has over 4000 employees. Wissen Technology is a young and dynamic organization and is growing rapidly.

Our organization is powered by six core values - Ownership & Commitment, Seeking Perfection, Curiosity, Respect, Integrity and Transparency. Our values drive our operating principles, namely Align with Client Goals, Make an Impact, Design for High Performance, Collaborate and Give. Through our values and operating principles, we aspire to be the partner of choice for our clients. I am sure that your contributions would be invaluable in taking the company forward.

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3. Your starting remuneration will be CTC of **Rs. 8,00,000/-** annualized
4. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.



5. Kindly sign a copy of this Offer Letter as a token of your acceptance of employment with Wissen Technology.
6. This Offer Letter is subject to your commitment for a period of 18 months with the company from date of Joining, the allied service agreement of which shall also be subject to your consent and acceptance.

We are very excited to have you as part of Wissen Technology and we look forward to a productive and mutually working relationship.

Yours truly,  
For Wissen Technology



**Mohan Mummadi**

**Vice President**

**Enclosed:**

- I. Annexure – A (Salary Structure)
- II. Annexure B (Retention Bonus)



## Annexure – A

ANNEXURE-A COST TO COMPANY(CTC)	
Name : Yash Sandeep Sankpal	
Designation : Trainee Analyst	
<b>Monthly Components (In Rs.)</b>	
Basic Salary	29,334
House Rent Allowance/Company Leased Accommodation Allowance	11,734
Flexi Basket @	8,000
<b>TOTAL: Monthly (A)</b>	<b>61,431</b>
<b>TOTAL: Monthly : Annualised (B)</b>	<b>7,37,168</b>
<b>Annual Components(In Rs.)</b>	
Provident Fund ( VPF can be opted up to 80% of basic salary)	21,600
Group Health Insurance (premium for Family Cover )	24,000
Life Coverage (Under Gratuity)	300
Gratuity	16,932
<b>TOTAL: Annual (C)</b>	<b>62,832</b>
<b>Cost to Company (B) + (C) [Annual]</b>	<b>8,00,000</b>
<b>* SOCIAL SECURITY &amp; HEALTH BENEFITS [As Per Schemes]</b>	<b>MAX SUB-LIMITS (per annum)</b>
Group Health Insurance (Family Cover)	5,00,000
Group Term life Insurance	2 Times the CTC
Group Personal Accident Insurance	3 Times the CTC
<b>@ FLEXI BASKET DETAILS</b>	<b>MAX SUB-LIMITS (per annum) in Rs.</b>
<b>TOTAL ANNUAL FLEXI BASKET Not to exceed-</b>	<b>96,000</b>
Official Attire	20,000
Fuel Reimbursement and Car Maintenance Charges	77,000
Training, Certification and Reference Books	35,000
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Sodexo card (Default and mandatory component)	26,400
<p>Employee has an option of availing all, some or none of the <b>Flexi Basket</b> across various components as per annual limits and entitlements indicated in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid to the individual as an Allowance at the end of the year. <b>Please check with the HR team for more details.</b></p> <p><b>Note: Any Personal Tax liability arising out of compensation will be borne solely by the employee.</b></p> <p>Your compensation details are personal and strictly confidential only to you. This should not be shared with any person other than your reporting manager and HR.</p>	



## Guidelines

### Compensation

Your Gross Annual Cost-to-Company is **INR 8,00,000/-** (Rupees Eight Lakhs only). The monthly remuneration shall be paid on the last day of each month. Please refer to Annexure-A for break-up of your compensation. Please maintain strict confidentiality of your compensation information.

### Probation

You will be on probation for an initial period of three months from the date of your joining. This may however be extended depending on the performance during the period. Availing leaves during probation is strongly discouraged. In case of emergency, one must take prior approval from the Reporting Manager. Absenteeism/Leaves in the said period shall also result in extension of the probation.

### Hours of Work

You will be required to work for 40 hours minimum in a week, Monday through Friday. You may be required to work additional hours as may be necessary for the efficient execution of your responsibilities. If you are working at the client location, you will be following the working hours and the holidays as dictated by your client.

### Leaves

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### Background Check

Your employment is contingent on successful verification of background information provided by you during the selection process. Please provide complete and clear information about your background as soon as possible. The company reserves the right to terminate your employment if background checks are not clear. In accordance with Wissen's policy, background checks from Wissen approved BGC vendor are required for individuals being considered for employment. An email will be sent to you with the form, please complete all sections of the form that are applicable to you and e-sign the document and share it with us on **April 09, 2022**.



Please note this offer will expire if you fail to submit the required documents with in the specified date. A mandatory document check list will be provided to you in a background check email which will help you determine the required documents for verification.

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As a Trainee Analyst you shall get into a Service Agreement with Wissen on the day of your joining, per se the company shall provide the employee all necessary and relevant specialized technical training and mentoring required to execute the projects for which the company shall incur a substantial administrative cost. Consequently, in the event an employee decides to terminate his/her service within 18 months from the day of joining; irrespective of the span of the remaining term; he /she shall be liable to pay a sum of Rs 4,00,000 (Rupees Four Lakh only) to the company.

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- ii. For candidates joining between July to December, the salary review will be in October of the following year on prorated basis; these candidates will also be eligible for an interim appraisal in April the next year so that they fall under the common April cycle

### **Insurance Coverage**

You will be provided with Group Life Insurance, Group Personal Accident Insurance as well as Group Health Insurance.

### **Gratuity**

You will be eligible for payment of Gratuity as per the provisions of the "Payment of Gratuity Act, 1972".

### **Termination of Employment**

The Employee/Employer is to give a notice of **90 days** to terminate the employment. The company reserves the right to either pay or recover the salary in lieu of the Notice Period.





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## General

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Additionally, on the day of your joining at Wissen, please submit the following documents:

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- Passport
- PAN Card
- Aadhaar Card
- Five color passport size photographs
- Valid Work Permit issued by Government of India, if applicable
- 10th Class mark sheet & certificate
- 12th Class mark sheet & certificate
- Bachelor's degree mark sheets (all semesters and consolidated)
- Bachelor's degree certificate / convocation certificate/Provisional Certificate
- Master's degree certificate / convocation certificate
- Diploma mark sheets (all semesters and consolidated)



- Diploma certificate
- Any other certificates
- Appointment letter, relieving letter & experience certificate of all previous companies
- Driving license / voters ID card / ration card / electricity bill / mobile bill / rental agreement
- Blood group and RH type

Kindly confirm your acceptance by signing this offer letter.

If you have any queries or you want to discuss over any of these terms, please feel free to e-mail [wissentechology.hr@wissen.com](mailto:wissentechology.hr@wissen.com). If you would like to change the date of joining, please inform in advance so that the management can take notice of it and you can be confirmed with a new date.

Sincerely,


**For Wissen Technology Pvt Ltd**



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions of the offer mentioned above. I also confirm to join on the date mentioned.

Name: SANKPAL YASH SANDEEP

Signature: 

Date: 09-04-2022

April 07, 2022

Yash Sandeep Sankpal  
Trainee Analyst

**Annexure B**

**Retention Bonus**

In line with our policy, you shall be paid one-time Retention bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2023, which is fully recoverable if your leave Wissen on or before 30<sup>th</sup> September 2024.

Similarly, you will also be eligible to receive an additional one -time Retention Bonus of Rs.1,50,000/- (One Lakh Fifty Thousand Only) in October 2024, which also be fully recoverable if you leave the company on or before 30<sup>th</sup> September 2025.

The Retention bonus amount paid will be subject to tax as per Income tax laws in India.

We look forward to a mutually rewarding relationship with you.

For and on behalf of Wissen Technology



**Mohan Mummadi**  
**Vice President**

I hereby accept the terms and conditions mentioned above.

Name: SANKPAL YASH SANDEEP

Signature:  \_\_\_\_\_

Date: 09-04-2022



**OFFER CUM APPOINTMENT LETTER**

Orvell Ferreira.  
Gondodi Wadi Giriz ,, Opposite Giriz Church, Giriz, Vasai (W)  
Vasai – 401201  
MH  
IN

Dear Orvell,

On behalf of **Amazon Data Services India Private Limited**, a company incorporated under the laws of India, having its registered office at Ground Floor, Eros Plaza, Eros Corporate Centre, Nehru Place, New Delhi – 110 019 (hereinafter the “Company” or “Amazon India”), we are very pleased to issue this Offer cum Appointment Letter for the position of **Data Center Operations Trainee at Mumbai**, India. Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

**1. Date of Commencement**

Your employment with Amazon India will commence on **04-Jul-2022**.

**Probation**

You shall be on a probationary period of 6 months (“Probation Period”) from date of joining. Your performance will be reviewed at regular intervals during the probation period. Depending on the outcome of such evaluations, Amazon may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, the company may, at its sole discretion, terminate your employment with Amazon India with immediate effect and without any notice, with no further liabilities to Amazon India, except for remuneration up to the date of termination of employment.

**2. Duties**

2.1 You will be employed in the position of **Data Center Operations Trainee**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected

1

REGISTERED OFFICE:  
Ground Floor, Eros Plaza, Eros Corporate Centre, Nehru Place, New Delhi – 110 019  
Telephone: +91 80 3342 0300, Fax: +91 80 3062 5685  
CIN: U74999DL2016FTC301945



to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

### **3. Hours of Work**

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different workhours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

### **4. Place of Work**

Your initial place of work will be at Amazon India's facility in Mumbai. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you. As you are joining during the period of the Covid-19 Pandemic, you may be permitted to work from a location of your choice in India with the prior approval of your manager under the condition that you are willing to get back to the location mentioned above as and when required by Amazon.

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REGISTERED OFFICE:

Ground Floor, Eros Plaza, Eros Corporate Centre, Nehru Place, New Delhi – 110 019

Telephone: +91 80 3342 0300, Fax: +91 80 3062 5685

CIN: U74999DL2016FTC301945



## 5. Remuneration

- 5.1 Your Annual Base Pay will be Rs.**771,700** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies and Procedures/ Confidentiality, Non-competition and Invention Assignment Agreement, or your failure to return Amazon India's property.

## 6. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees' Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

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## 7. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

## 8. Confidential Information

During your employment, you will have access to highly confidential information of Amazon India. Even the work done by you for Amazon India is highly confidential. You are required to execute a Confidentiality, Non-competition and Invention Assignment Agreement for protection of such confidential information. Your employment is, therefore, subject to and conditional upon you signing and returning the Confidentiality, Non-competition and Invention Assignment Agreement to Amazon India and complying with the terms thereof, at all times.

## 9. Non-Solicitation

- 9.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and
- 9.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

## 10. Employee Data Protection

- 10.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 10.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

## 11. Exclusivity of Services

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During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking.

## 12. Termination of Employment

- 12.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month notice.
- 12.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:
- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
  - (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
  - (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
  - (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
  - (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
  - (vi) commit any act detrimental to the interest of Amazon India;
  - (vii) abstain from work for seven consecutive days without informing Amazon India; and/or
  - (viii) are in breach of any of the terms contained in the Confidentiality, Non-competition and Invention Assignment Agreement.
- 12.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and compliance with the provisions of the Confidentiality, Non-competition and Invention Assignment Agreement and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving

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formalities, whether or not such excess payment is termed “Full and Final Settlement”, you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

### **13. Gratuity**

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India’s Policies and Procedures.

### **14. New Hire Background Investigation**

- 14.1 It is Amazon India’s policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.
- 14.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.
- 14.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.
- 14.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 6 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

### **15. Foreign Nationals**

- 15.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.
- 15.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.



15.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

## 16. Other Particulars

16.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter and the Confidentiality, Non-competition and Invention Assignment Agreement.

16.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

16.3 You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

## 17. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

## 18. Waiver

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

## 19. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

**20. Assignment**

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

**21. Employer – Employee Relationship**

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint venturers or so as to as to construe you as an independent contractor of the Company.

**22. Liability for Breach**

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter, Amazon India's Policies and Procedures or in the Confidentiality, Non-competition and Invention Assignment Agreement may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., to recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

**23. Authorization to Notify New Employer**

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

**24. Governing Law and Jurisdiction**



Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

**25. Agreement/Modifications**

The terms described in this Offer cum Appointment Letter, Amazon India's Policies and Procedures, and the Confidentiality, Non-competition and Invention Assignment Agreement will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

**26. Headings**

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

**27. Survival**

Your obligations under Sections 9, 10, 12, 18, 19, 20, 22, 23, 24 and this Section 27 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.



You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

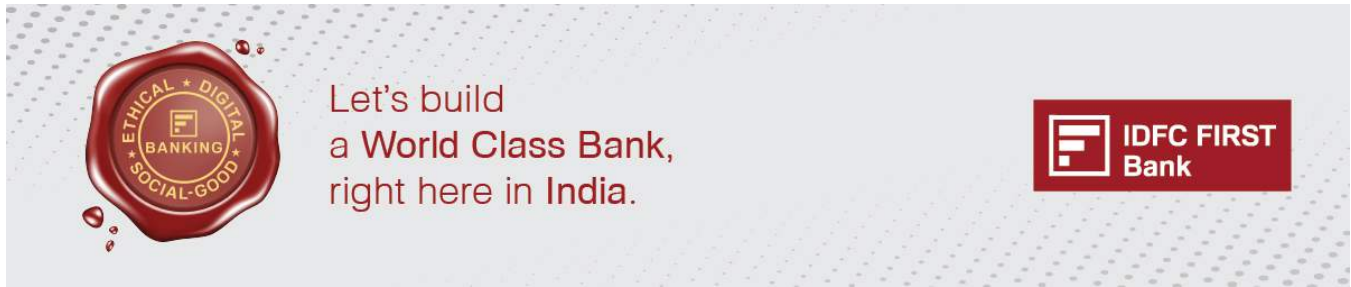
For and on behalf of Amazon Data Services India Private Limited

**AUTHORIZATION**

By

**ACCEPTANCE**

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



Date: May 28, 2022

**Job Offer Title: Associate Product Manager-Credit Cards**

**TRESA POTHEN**

Dear Tresa,

We are pleased to make an offer to you as "**Associate Product Manager-Credit Cards**" within **Retail Banking - Credit Card** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **13/Jun/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,50,000/- (Rs. Seven Lakh Fifty Thousand only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Naman Chambers BKC Corporate Office**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.

Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

- A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.
- i. Certificates in support of your highest educational and/or professional qualifications,
  - ii. Proof of date of birth,
  - iii. Certificates in support of your previous employments,
  - iv. Your recent passport size photograph,
  - v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

**Annexure "A"****COMPENSATION DETAILS**

<b>Employee Name</b>	<b>TRESA POTHEN</b>
<b>Designation</b>	<b>Associate Product Manager-Credit Cards</b>
<b>Grade</b>	<b>Management Trainee-2</b>
<b>Business Unit</b>	<b>Retail Banking - Credit Card</b>
<b>Location</b>	<b>Mumbai-Naman Chambers BKC Corporate Office</b>

<b>Components</b>	<b>Per month (in Rs.)</b>	<b>Per Annum (in Rs.)</b>
Basic	12,500	1,50,000
Flexible Benefit Plan	48,200	5,78,400
<b>Annual Guaranteed Cash</b>	<b>60,700</b>	<b>7,28,400</b>
Employer's PF	1,800	21,600
<b>Total Fixed Pay - A</b>	<b>62,500</b>	<b>7,50,000</b>

<b>Monthly Net take home (in Rs.)</b>	
Annual Guaranteed Cash	60,700
Employee's contribution to Provident Fund	1,800
Professional Tax	200
<b>Net take home before Tax (in Rs.)</b>	<b>58,700</b>

\* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

**Notes:**

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

**RECOVERY CLAUSE**

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000 /-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

**INDICATIVE TARGET BONUS:**

Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,12,500/- (Rs. One Lakh Twelve Thousand Five Hundred only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

**JOINING BONUS:**

In addition to Total Fixed Pay, a joining bonus of **Rs.1,00,000/- (Rs. One Lakh only)** (Pre-Tax) will be payable to you along with your **second** monthly salary subject to satisfactory completion of background verification. Joining Bonus (Pre-Tax) would be recovered in full in case of your resignation/separation (whichever is earlier) from the organization within twelve months from the Date of Joining.



## **Annexure "B"**

### **Terms and Conditions of Employment**

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### **1. Postings and Transfers**

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### **2. Leave and Absence**

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### **3. Total Fixed Pay**

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.
- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed

to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).

- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### **4. Performance Bonus/Incentive Payments**

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### **5. Malus / Clawback**

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### **6. Statutory Payments / Deductions**

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

- 8.1 You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax/concerned authorities including other statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

- 10.1 You will automatically retire from the employment of the Bank, as the case may be, on attaining retirement age of 58 years or as decided by the Bank and unless concluded earlier or extended further as per the discretion of the Bank. By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### **13. Data Protection**

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### **14. Compliance**

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### **15. Restrictive Covenant**

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of

the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation, to waive off the notice period and in such cases the Bank will not be liable to make any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a

right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 In case your last working day falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day (LWD), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or accepted notice period, the Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 On separation, it is the responsibility of the employee to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that Full & Final settlement will be processed only post completion of all the exit clearances from relevant exit clearance stakeholders.

## **18. Termination of Employment Agreement:**

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such

- amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity
- 18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.
- 18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.
- 18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- 18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.
- 18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## **19. Non Conflict of Interest and No External Employment**

- 19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

## **20. Receipt of Payments and Benefits from Third Parties**

- 20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.



## 21. Code of Conduct and Expected Employee Conduct

- 21.1 You are bound by the Bank's Code of Conduct. The Bank may implement the disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.
- 21.2 You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions and the applicable guidelines, policies and regulations.
- 21.3 You are expected to be well groomed and formally dressed at work.

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design right to it.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may

be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 You represent and warrant that 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 letter.

**30. Governing Law**

30.1 The interpretation and enforcement of this contract/document shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)  
Naman Chambers, C-32, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354  
Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022  
CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

-----  
**Date**

-----  
**Employee IP Address**

-----  
**Employee Name**

tresakpothen@gmail.com  
-----  
**Employee Email**

**OFFER LETTER**

To,

April 28, 2022

Suryansh Bhupesh Purohit  
13, Manik Kunj, Dr. S.S.Rao Road,  
Lalbaug, Mumbai,  
Maharashtra – 400012

**Sub: Offer letter for the position of Associate Software Development Engineer.**

Dear Suryansh,

We are pleased to offer you the position of **Associate Software Development Engineer** at CarTrade Tech Limited.

**About CarTrade Tech Limited**

Part of [CarTrade Tech](#) Ltd., CarWale's mission is to simplify car buying in India. We strive to be our customer's one stop source of unbiased information on cars through our expert reviews, owner reviews, detailed specifications and comparisons. Whether you are looking for a New or Pre-Owned car, CarWale offers accurate On-Road Prices, comprehensive research and comparison tools including reviews, photos, videos and more. Today we serve over 20 million unique visitors every month, and at least one third of the country's car buyers go through [www.carwale.com](http://www.carwale.com) at some point during their pre-purchase research. Today we are able to provide a variety of choices in vehicles and attract more than 25 million genuine users each month.

Before you sign up with us, we would love to tell you more about the team you are going to be part of and believe, it will help you take the right decision.

**Our Culture**

Culture and the values that brought us together is core to us and are the fundamental reasons why we have started on this journey. It's our constant effort to work with very talented individuals who live according to the same values as we have and here they are:

1. **Be Respectful:** We have had a very humble start and it is the value of respect and kindness towards each other that matters to us. We don't just show respect, concern and care in our behavior but strive to be more kind in making decisions that affect our lives. There are times when we are right and it's easy to defend a decision, but it's more important to see if we are kind as well, to our organization, to our team and to the individual.

**CarTrade Tech Limited** (formerly known as MXC Solutions India Private Limited)

Reg. Off. & Corp. Off: 12th Floor Vishwaroop IT Park, Sector 30A, Vashi, Navi Mumbai 400705.

W: [cartradetech.com](http://cartradetech.com) | T: +91 22 6739 8888 | CIN: L74900MH2000PLC126237

2. Stay Agile: We reached where we are through a lot of experimentation and still anticipate an on-going adaption of the business model. We go with the flow, with the growing needs of the company. Only people who are agile and flexible thrive with us and those who aren't find it difficult to grow here.

3. Results Matter: We and only we are accountable for the commitments we make and the goals we write against our name. We believe in working with talented people who are self-responsible and self-motivated. In our experience such colleagues are worthy of freedom and give their best with minimum monitoring or instructions. While we all make efforts, we know what matters is the result. So, we behave responsibly and take full responsibility of the results that we produce. When something goes wrong, we look within and see what we need to change in ourselves and not find reasons outside of ourselves. We judge ourselves and others by the outcome they produce.

4. We before I: In our day to day decisions and on matters that are important and impact our customers, shareholders and colleagues, we look at the larger interest before taking care of our own interests. So the Team comes before the Individual; Division comes before Team and Company comes before Division.

Offer herein is indicative of the company's intent and is subject to your confirmation in agreement.

#### Compensation Structure:

Particulars	Description	Monthly (Rs.)	Annually (Rs.)
Basic Salary	40% of Fixed Salary	23,500	282,004
HRA	50% of Base Pay	11,750	141,002
Supplementary Allowances	Balancing Figure	23,500	282,003
<b>Gross CTC</b>		<b>58,751</b>	<b>705,009</b>
Provident Fund	Employers contribution	1,800	21,600
Gratuity (Accrual Only)	4.81% of Base Pay	1,130	13,564
Accident Insurance		25	300
Mediclaime Premium		794	9,527
<b>Total Cost to Company</b>		<b>62,500</b>	<b>750,000</b>

\*Premium amounts are subject to exact age of dependents

**\* You will be eligible for a Retention Bonus of 1,50,000/- INR. This amount is payable after completion of 1 year from Date of Joining)\***

Your appointment is subject to a probation period of 6 months, subject to your performance and conduct being satisfactory.

You may resign from your job only after giving notice in writing for 30 days (during probation period) & 90 days (post probation) or payment of salary in lieu thereof.

#### 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.

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**Leave Guidelines:**

We have leave guidelines that encourage associates to avail 25 leaves 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 the following documents 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)

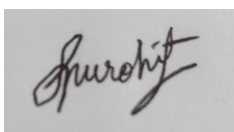
HR Team will coordinate to complete various formalities on your joining. Upon submission of your Joining Report and Documents mentioned above, you will be issued a formal letter of Appointment explaining the terms & conditions which will be binding on both sides.

We look forward to getting your consent on this offer and invite you for a rewarding career!

Warm regards,

**Human Resources**  
**CarTrade Tech Limited**  
www.carwale.com

*"This is an electronically generated document. No signature is required."*



**OFFER LETTER**

To,

April 28, 2022

Sanath Krishna Shetty  
A/Wing, Flat No. 22, Laxman Chhaya Building  
Gograswadi Patharli Road  
Opp, Shantinagar School  
Dombivli East 421201

**Sub: Offer letter for the position of Associate Software Development Engineer.**

Dear Sanath,

We are pleased to offer you the position of **Associate Software Development Engineer** at CarTrade Tech Limited.

**About CarTrade Tech Limited**

Part of [CarTrade Tech](#) Ltd., CarWale's mission is to simplify car buying in India. We strive to be our customer's one stop source of unbiased information on cars through our expert reviews, owner reviews, detailed specifications and comparisons. Whether you are looking for a New or Pre-Owned car, CarWale offers accurate On-Road Prices, comprehensive research and comparison tools including reviews, photos, videos and more. Today we serve over 20 million unique visitors every month, and at least one third of the country's car buyers go through [www.carwale.com](http://www.carwale.com) at some point during their pre-purchase research. Today we are able to provide a variety of choices in vehicles and attract more than 25 million genuine users each month.

Before you sign up with us, we would love to tell you more about the team you are going to be part of and believe, it will help you take the right decision.

**Our Culture**

Culture and the values that brought us together is core to us and are the fundamental reasons why we have started on this journey. It's our constant effort to work with very talented individuals who live according to the same values as we have and here they are:

1. **Be Respectful:** We have had a very humble start and it is the value of respect and kindness towards each other that matters to us. We don't just show respect, concern and care in our behavior but strive to be more kind in making decisions that affect our lives. There are times when we are right and it's easy to defend a decision, but it's more important to see if we are kind as well, to our organization, to our team and to the individual.

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W: [cartradetech.com](http://cartradetech.com) | T: +91 22 6739 8888 | CIN: L74900MH2000PLC126237

2. Stay Agile: We reached where we are through a lot of experimentation and still anticipate an on-going adaption of the business model. We go with the flow, with the growing needs of the company. Only people who are agile and flexible thrive with us and those who aren't find it difficult to grow here.

3. Results Matter: We and only we are accountable for the commitments we make and the goals we write against our name. We believe in working with talented people who are self-responsible and self-motivated. In our experience such colleagues are worthy of freedom and give their best with minimum monitoring or instructions. While we all make efforts, we know what matters is the result. So, we behave responsibly and take full responsibility of the results that we produce. When something goes wrong, we look within and see what we need to change in ourselves and not find reasons outside of ourselves. We judge ourselves and others by the outcome they produce.

4. We before I: In our day to day decisions and on matters that are important and impact our customers, shareholders and colleagues, we look at the larger interest before taking care of our own interests. So the Team comes before the Individual; Division comes before Team and Company comes before Division.

Offer herein is indicative of the company's intent and is subject to your confirmation in agreement.

#### Compensation Structure:

Particulars	Description	Monthly (Rs.)	Annually (Rs.)
Basic Salary	40% of Fixed Salary	23,500	282,004
HRA	50% of Base Pay	11,750	141,002
Supplementary Allowances	Balancing Figure	23,500	282,003
<b>Gross CTC</b>		<b>58,751</b>	<b>705,009</b>
Provident Fund	Employers contribution	1,800	21,600
Gratuity (Accrual Only)	4.81% of Base Pay	1,130	13,564
Accident Insurance		25	300
Mediclin Premium		794	9,527
<b>Total Cost to Company</b>		<b>62,500</b>	<b>750,000</b>

\*Premium amounts are subject to exact age of dependents

**\* You will be eligible for a Retention Bonus of 1,50,000/- INR. This amount is payable after completion of 1 year from Date of Joining)\***

Your appointment is subject to a probation period of 6 months, subject to your performance and conduct being satisfactory.

You may resign from your job only after giving notice in writing for 30 days (during probation period) & 90 days (post probation) or payment of salary in lieu thereof.

**CarTrade Tech Limited** (formerly known as MXC Solutions India Private Limited)

Reg. Off. & Corp. Off: 12th Floor Vishwaroop IT Park, Sector 30A, Vashi, Navi Mumbai 400705.

W: cartradetech.com | T: +91 22 6739 8888 | CIN: L74900MH2000PLC126237



**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 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 the following documents 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)

HR Team will coordinate to complete various formalities on your joining. Upon 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 sides.

We look forward to getting your consent on this offer and invite you for a rewarding career!

Warm regards,

**Human Resources**  
**CarTrade Tech Limited**  
www.carwale.com

*"This is an electronically generated document. No signature is required."*

23/07/2021

Ayush Devendra Tomar  
Mumbai

Re: Internship offer

Dear Ayush,

On behalf of CarTrade Tech Limited, I am excited to extend an offer to you for a Software Engineering Intern position within our Engineering & Technology department. This position is located in Navi Mumbai.

This position is scheduled to begin 26<sup>th</sup> July 2021 and will be a 12 week internship opportunity ending on 23<sup>rd</sup> October 2021 with stipend amount of Rs. 25,000/- each month. As a temporary employee in the role of an intern, you will not be eligible for any of the employee benefits that a regular permanent employee would enjoy. In this role, you will report to Jitendra Solanki.

During your temporary employment with CarTrade Tech Limited, you may have access to trade secrets and confidential or proprietary business information belonging to the company. By accepting this offer, you acknowledge that this information must remain confidential and agree to refrain from using it for your own purposes or disclosing it to anyone outside of CarTrade Tech Limited. In addition, you agree that upon completion of your internship, you will promptly return any company-issued property and equipment along with information and documents belonging to the company. By accepting this offer, you agree that throughout your internship, you will abide by all policies and practices governing the conduct of our business and employees. You further acknowledge that you understand being an intern and successful completion of the project does not entitle you to an employment offer from CarTrade Tech Limited.

This offer letter represents the full extent of this internship and supersedes any prior conversations about the position. Please review this letter in full, and sign and return it via email to [hr@carwale.com](mailto:hr@carwale.com) to confirm your acceptance of the position. We look forward to having you on-board and wish you a successful internship. Welcome to our team!

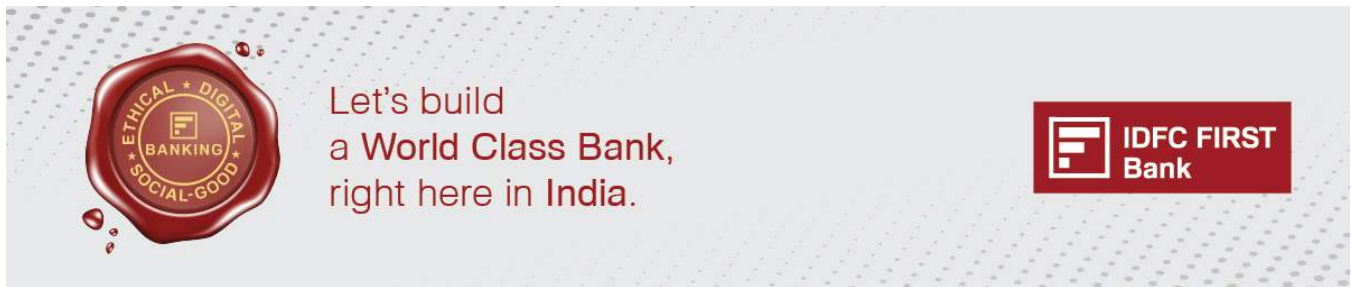
Thanks & Regards,

Human Resources  
CarTrade Tech Limited

I, Ayush Devendra Tomar accept the above offer and will begin the internship position on 26<sup>th</sup> July 2021.

Ayush Devendra Tomar

"This is an electronically generated document. No signature is required."



Date: May 28, 2022

**Job Offer Title: Audit Executive-COE & Audit Analytics**

**AARON DOMINGO**

Dear Aaron,

We are pleased to make an offer to you as "**Audit Executive-COE & Audit Analytics**" within **Corporate Function - Internal Audit** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **13/Jun/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,50,000/- (Rs. Seven Lakh Fifty Thousand only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Naman Chambers BKC Corporate Office**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.

Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

- A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.
- i. Certificates in support of your highest educational and/or professional qualifications,
  - ii. Proof of date of birth,
  - iii. Certificates in support of your previous employments,
  - iv. Your recent passport size photograph,
  - v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

**Annexure "A"****COMPENSATION DETAILS**

<b>Employee Name</b>	<b>AARON DOMINGO</b>
<b>Designation</b>	<b>Audit Executive-COE &amp; Audit Analytics</b>
<b>Grade</b>	<b>Management Trainee-2</b>
<b>Business Unit</b>	<b>Corporate Function - Internal Audit</b>
<b>Location</b>	<b>Mumbai-Naman Chambers BKC Corporate Office</b>

<b>Components</b>	<b>Per month (in Rs.)</b>	<b>Per Annum (in Rs.)</b>
Basic	12,500	1,50,000
Flexible Benefit Plan	48,200	5,78,400
<b>Annual Guaranteed Cash</b>	<b>60,700</b>	<b>7,28,400</b>
Employer's PF	1,800	21,600
<b>Total Fixed Pay - A</b>	<b>62,500</b>	<b>7,50,000</b>

<b>Monthly Net take home (in Rs.)</b>	
Annual Guaranteed Cash	60,700
Employee's contribution to Provident Fund	1,800
Professional Tax	200
<b>Net take home before Tax (in Rs.)</b>	<b>58,700</b>

\* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

**Notes:**

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

**RECOVERY CLAUSE**

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000 /-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

**INDICATIVE TARGET BONUS:**

Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,12,500/- (Rs. One Lakh Twelve Thousand Five Hundred only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

**JOINING BONUS:**

In addition to Total Fixed Pay, a joining bonus of **Rs.1,00,000/- (Rs. One Lakh only)** (Pre-Tax) will be payable to you along with your **second** monthly salary subject to satisfactory completion of background verification. Joining Bonus (Pre-Tax) would be recovered in full in case of your resignation/separation (whichever is earlier) from the organization within twelve months from the Date of Joining.

## **Annexure "B"**

### **Terms and Conditions of Employment**

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### **1. Postings and Transfers**

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### **2. Leave and Absence**

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### **3. Total Fixed Pay**

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.
- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed

to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).

- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### **4. Performance Bonus/Incentive Payments**

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### **5. Malus / Clawback**

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### **6. Statutory Payments / Deductions**

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

- 8.1 You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax/concerned authorities including other statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

- 10.1 You will automatically retire from the employment of the Bank, as the case may be, on attaining retirement age of 58 years or as decided by the Bank and unless concluded earlier or extended further as per the discretion of the Bank. By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.



## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### **13. Data Protection**

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### **14. Compliance**

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### **15. Restrictive Covenant**

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of

the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation, to waive off the notice period and in such cases the Bank will not be liable to make any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a

right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 In case your last working day falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day (LWD), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or accepted notice period, the Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 On separation, it is the responsibility of the employee to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that Full & Final settlement will be processed only post completion of all the exit clearances from relevant exit clearance stakeholders.

## **18. Termination of Employment Agreement:**

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such

- amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity
- 18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.
- 18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.
- 18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- 18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.
- 18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## **19. Non Conflict of Interest and No External Employment**

- 19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

## **20. Receipt of Payments and Benefits from Third Parties**

- 20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

## 21. Code of Conduct and Expected Employee Conduct

- 21.1 You are bound by the Bank's Code of Conduct. The Bank may implement the disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.
- 21.2 You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions and the applicable guidelines, policies and regulations.
- 21.3 You are expected to be well groomed and formally dressed at work.

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design right to it.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may

be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 You represent and warrant that 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 letter.

**30. Governing Law**

30.1 The interpretation and enforcement of this contract/document shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)  
Naman Chambers, C-32, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354  
Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022  
CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

-----  
**Date**

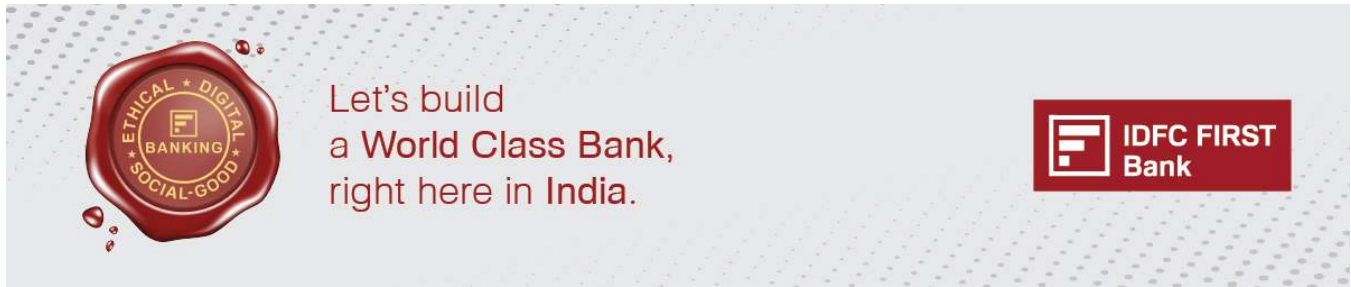
-----  
**Employee IP Address**

aaron.domingo.121@gmail.com

-----  
**Employee Name**

-----  
**Employee Email**





Date: May 26, 2022

**Job Offer Title: Associate Product Manager-Credit Cards**

**SALONI KHANNA**

Dear **Saloni**,

We are pleased to make an offer to you as "**Associate Product Manager-Credit Cards**" within **Retail Banking - Credit Card** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **13/Jun/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 7,50,000/- (Rs. Seven Lakh Fifty Thousand only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Mumbai-Naman Chambers BKC Corporate Office**.

Your final appointment is subject to your being medically fit to perform your role effectively. It is also based on verification of information and particulars submitted by you, including the undertaking authorization given by you at the candidate application stage.

Kindly confirm your acceptance to this offer of employment within 3 days of receipt of this offer post which the offer stands cancelled.

- A. You are requested to complete the joining formalities immediately on the authorized online portal of IDFC FIRST BANK and submit/confirm the submission of the documents as required by the bank. The detailed list of documents to be submitted will be communicated separately.
- i. Certificates in support of your highest educational and/or professional qualifications,
  - ii. Proof of date of birth,
  - iii. Certificates in support of your previous employments,
  - iv. Your recent passport size photograph,
  - v. Copy of your resignation duly accepted by your current employer.

Please note that you are required to keep the details of the salary & other perquisites / benefits offered to you, strictly confidential and not to share information regarding the same with anyone.

We look forward to a successful and pleasant association with you at IDFC FIRST Bank.

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

**Annexure "A"****COMPENSATION DETAILS**

<b>Employee Name</b>	<b>SALONI KHANNA</b>
<b>Designation</b>	<b>Associate Product Manager-Credit Cards</b>
<b>Grade</b>	<b>Management Trainee-2</b>
<b>Business Unit</b>	<b>Retail Banking - Credit Card</b>
<b>Location</b>	<b>Mumbai-Naman Chambers BKC Corporate Office</b>

<b>Components</b>	<b>Per month (in Rs.)</b>	<b>Per Annum (in Rs.)</b>
Basic	12,500	1,50,000
Flexible Benefit Plan	48,200	5,78,400
<b>Annual Guaranteed Cash</b>	<b>60,700</b>	<b>7,28,400</b>
Employer's PF	1,800	21,600
<b>Total Fixed Pay - A</b>	<b>62,500</b>	<b>7,50,000</b>

<b>Monthly Net take home (in Rs.)</b>	
Annual Guaranteed Cash	60,700
Employee's contribution to Provident Fund	1,800
Professional Tax	200
<b>Net take home before Tax (in Rs.)</b>	<b>58,700</b>

\* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

**Notes:**

- Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car /Reimbursement & National Pension Scheme. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the company towards employee's life, accident & medical insurance. This is a notional premium amount & is not paid in cash to the employee.
- Provident Fund contributions shall be made by the Bank to the fund.
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

**RECOVERY CLAUSE**

- If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of **Rs.1,00,000 /-** to the bank towards joining and training expenses incurred by IDFC FIRST Bank

**INDICATIVE TARGET BONUS:**

Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of **Rs.1,12,500/- (Rs. One Lakh Twelve Thousand Five Hundred only)** (Pre-Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

**JOINING BONUS:**

In addition to Total Fixed Pay, a joining bonus of **Rs.1,00,000/- (Rs. One Lakh only)** (Pre-Tax) will be payable to you along with your **second** monthly salary subject to satisfactory completion of background verification. Joining Bonus (Pre-Tax) would be recovered in full in case of your resignation/separation (whichever is earlier) from the organization within twelve months from the Date of Joining.

## **Annexure "B"**

### **Terms and Conditions of Employment**

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### **1. Postings and Transfers**

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### **2. Leave and Absence**

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### **3. Total Fixed Pay**

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.
- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed

to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).

- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### **4. Performance Bonus/Incentive Payments**

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### **5. Malus / Clawback**

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### **6. Statutory Payments / Deductions**

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

- 8.1 You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax/concerned authorities including other statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

- 10.1 You will automatically retire from the employment of the Bank, as the case may be, on attaining retirement age of 58 years or as decided by the Bank and unless concluded earlier or extended further as per the discretion of the Bank. By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### **13. Data Protection**

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### **14. Compliance**

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### **15. Restrictive Covenant**

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of



the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation, to waive off the notice period and in such cases the Bank will not be liable to make any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a

right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 In case your last working day falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day (LWD), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or accepted notice period, the Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 On separation, it is the responsibility of the employee to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that Full & Final settlement will be processed only post completion of all the exit clearances from relevant exit clearance stakeholders.

## **18. Termination of Employment Agreement:**

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such

- amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity
- 18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.
- 18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.
- 18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- 18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.
- 18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## **19. Non Conflict of Interest and No External Employment**

- 19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

## **20. Receipt of Payments and Benefits from Third Parties**

- 20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

## 21. Code of Conduct and Expected Employee Conduct

- 21.1 You are bound by the Bank's Code of Conduct. The Bank may implement the disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.
- 21.2 You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions and the applicable guidelines, policies and regulations.
- 21.3 You are expected to be well groomed and formally dressed at work.

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design right to it.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may

be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 You represent and warrant that 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 letter.

**30. Governing Law**

30.1 The interpretation and enforcement of this contract/document shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

IDFC FIRST Bank Limited (formerly IDFC Bank Limited)  
Naman Chambers, C-32, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 Tel: +91 22 7132 5500 Fax: +91 22 2654 0354  
Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022  
CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

By providing your e-signature below you acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

-----  
**Date**

-----  
**Employee IP Address**

salonikhanna9@gmail.com

-----  
**Employee Name**

-----  
**Employee Email**



Capgemini Technology Services India Limited  
(Formerly known as IGATE Global Solutions Limited)  
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,  
Navi Mumbai 400708, Maharashtra, India.  
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121  
[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1099814**

## **Letter of Intent ("LOI")**

Dear Ajay Tripathi,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** 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](mailto:fresherhiring.in@capgemini.com), please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1099814**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1099814**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1099814**

Thanking you,  
Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**

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## ANNEXURE 1

**Ajay Tripathi**  
**Senior Analyst and A5**

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**

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

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

**LETTER OF APPOINTMENT**

28-05-2022

**NAIR KAILAS NANDAKUMAR**

Vasai

kailashnair01@gmail.com

Company ID: 204728

Dear Kailas,

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Associate Product Manager-Credit Cards**" within **Retail Banking - Credit Card** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **13/Jun/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 7,50,000/- (Rs.Seven Lakh Fifty Thousand only)** per annum. The position is currently based at **Mumbai-Naman Chambers BKC Corporate Office**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein including annexures hereto, as may be modified by the Bank.

It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.

If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

**This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.**

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited***Digitally Signed by***Deepika Mahajan**

Head Talent Acquisition &amp; Employer Branding

I, **NAIR KAILAS NANDAKUMAR**, son/daughter of \_\_\_\_\_ do hereby accept the above and confirm /certify the following:

- Date of Joining the Bank: 13/Jun/2022
- PAN number: CMQPN5287C
- Email ID: kailashnair01@gmail.com

**Signature:**

**Date:**

**Authenticated by**

**Annexure 1**  
**COMPENSATION DETAILS**

<b>Employee Name</b>	<b>NAIR KAILAS NANDAKUMAR</b>
<b>Grade</b>	<b>Management Trainee-2</b>
<b>Business Unit</b>	<b>Retail Banking - Credit Card</b>
<b>Location</b>	<b>Mumbai-Naman Chambers BKC Corporate Office</b>

<b>Component</b>	<b>Per Month(In INR.)</b>	<b>Per Annum (in INR.)</b>
Basic Salary	12,500	1,50,000
Flexible Benefit Plan	48,200	5,78,400
<b>Annual Guaranteed Cash (AGC)</b>	<b>60,700</b>	<b>7,28,400</b>
Employer PF	1,800	21,600
<b>Total Fixed Pay (TFP)</b>	<b>62,500</b>	<b>7,50,000</b>

\* As per the EPFO notification dated February 28, 2019 and basis the new PF rules, your PF will be as mentioned herein

**Notes:**

- 1Flexible Benefit Plan (FBP) comprises of HRA, Meal Card, Professional Development Expenses, Communication Expenses, LTA, Bank's Owned Car / Reimbursement & National Pension Scheme or any other plan applicable as per Bank's policy. The employee gets to allocate the pool amount under various components as desired. Tax Benefits will be based on declaration & as per IT law.
- In addition to TFP, Insurance premium is paid by the bank towards your life, accident & medical insurance. This is a notional premium amount & is not paid in cash to you
- Gratuity will be applicable as per the Payment of Gratuity Act.
- The notice pay reimbursed, joining bonus, relocation expenses and any other amounts, if any, paid, at the time of joining would be recovered in full, in case of your resignation/separation (whichever is earlier) within twelve months from the date of joining.

**RECOVERY CLAUSE:**

If the employee resigns within one year of joining IDFC FIRST Bank, he/she would have to pay back an amount of Rs. **1,00,000/-** to the company towards joining and training expenses incurred by IDFC FIRST Bank

**JOINING BONUS:**

In addition to Total Fixed Pay, a joining bonus of Rs. **1,00,000** (Pre Tax) will be payable to you along with your second monthly salary subject to satisfactory completion of background verification. Joining Bonus (Pre Tax) would be recovered in full in case of your resignation/separation (whichever is earlier) from the organization within twelve months from the Date of Joining.

**INDICATIVE TARGET BONUS:**

Based on the agreed performance deliverable with your reporting Manager, you would be eligible for Performance based indicative variable pay of Rs. **1,12,500** (Pre Tax) in the Annual Appraisal cycle. This is paid subject to individual, team & Bank's performance and solely at the discretion of the Bank. The Incentive / Performance Bonus plan will be communicated by your reporting Manager.

**Annexure 2****TERMS & CONDITIONS FOR APPOINTMENT****REVOKING THE APPOINTMENT**

- The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

**CHANGE IN TERMS AND CONDITONS**

- The terms and conditions of the Appointment Letter are subject to revision and change by the Bank, without notice. The revised terms and conditions shall be applicable and abided by all the employees, effective from the date of revision or change.
- The present designation and terms of services including your emoluments are subject to change depending upon work assignment from time to time

**DURATION/VALIDITY OF THE APPOINTMENT LETTER:**

- If this Appointment Letter is not accepted by applicant within Five (5) days of receiving the letter, it shall stand revoked, at the discretion of the Bank, and all terms and conditions considered null and void, and neither party shall have any obligation in relation thereto.
- It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.
- If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

### Annexure 3

#### TERMS AND CONDITIONS OF EMPLOYMENT

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.
- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

#### 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

#### 8. Tax

- 8.1 You will be fully liable for the payment of Income Tax (or any other applicable taxes) on your total remuneration including bonuses/ variable pay to the Income Tax/concerned authorities including other statutory dues/taxes and this will be your personal responsibility. The Bank shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

#### 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.

- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

- 10.1 You will automatically retire from the employment of the Bank, as the case may be, on attaining retirement age of 58 years or as decided by the Bank and unless concluded earlier or extended further as per the discretion of the Bank. By virtue of this clause, you shall not claim a right of employment with the Bank, as your employment is subject to the terms and conditions laid down by the Bank, as amended from time to time.

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially



bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

- 12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

- 13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.
- 13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.
- 13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

- 14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.
- 14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.
- 14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

- 15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.
- 15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:
- 15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or
- 15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or
- 15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.
- 15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

- 16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- 16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- 16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;
- 16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

- 17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. In case of your resignation from the services of the Bank, the Bank at its sole discretion shall have a right, but not an obligation, to waive off the notice period and in such cases the Bank will not be liable to make any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.
- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 In case your last working day falls on a weekly off or a holiday, the previous working day will be considered as the Last Working Day (LWD), further the same date would be considered for the purpose of calculation of notice period recovery/payment if necessary.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retiral and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 Post your resignation from the services of the Bank, if you discontinue/stop attending office before completion of your required or

accepted notice period, the Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.

17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.

17.12 On separation, it is the responsibility of the employee to ensure that the necessary exit related clearances are completed by the concerned exit clearance stakeholders of the Bank. You agree and accept that Full & Final settlement will be processed only post completion of all the exit clearances from relevant exit clearance stakeholders.

## **18. Termination of Employment Agreement:**

18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retivals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline, and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## **19. Non Conflict of Interest and No External Employment**

19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

## **20. Receipt of Payments and Benefits from Third Parties**

20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you or on behalf of

the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

## 21. Code of Conduct and Expected Employee Conduct

- 21.1 You are bound by the Bank's Code of Conduct. The Bank may implement the disciplinary procedure if you fail to comply with the Code of Conduct and in certain circumstances, this could amount to gross misconduct leading to dismissal.
- 21.2 You are expected to work, while in the employment with the Bank, punctually and diligently employing your best efforts with honesty and integrity to protect the interest of the Bank and observing at all times the Bank's terms and conditions and the applicable guidelines, policies and regulations.
- 21.3 You are expected to be well groomed and formally dressed at work.

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR with full title guarantee worldwide to the Bank in perpetuity. You agree to appoint the Bank to act as your attorney for the purposes of securing grant and ownership of the IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. You also agree to waive all moral rights to all work, where the Bank owns or will own the copyright or design right to it.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- 24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

**25. Other terms and conditions:**

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out to employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

**26. Indemnity**

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

- 27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

- 28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

- 29.1 You represent and warrant that 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 letter.

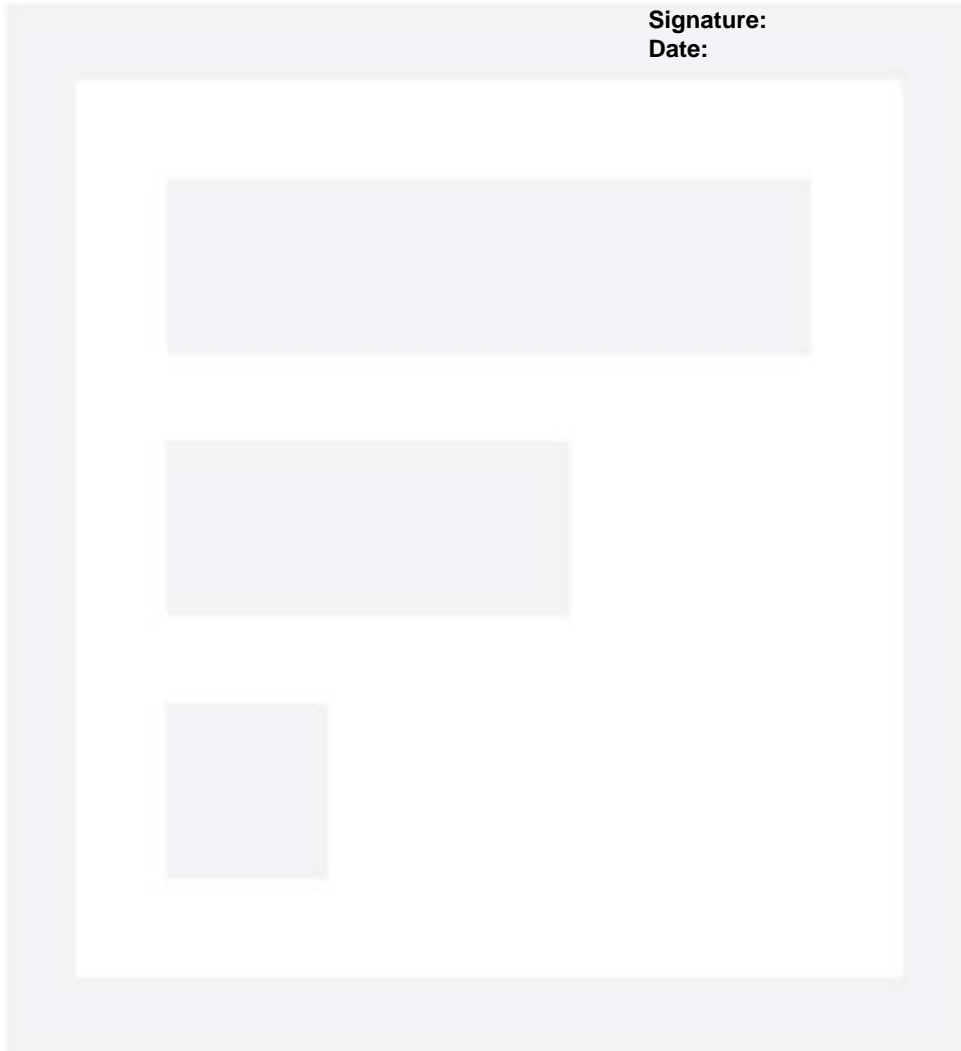
**30. Governing Law**

30.1 The interpretation and enforcement of this contract/document shall be governed by and construed in all respects in accordance with the law of India and the parties submit to the non-exclusive jurisdiction of the Mumbai courts.

**Accepted & Agreed:**

**Signature:**

**Date:**



Name: **NAIR KAILAS NANDAKUMAR**

Date: 28-May-2022

Company ID: 204728

### EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

We are excited about you joining the bank and wish you great success in your new role.

Kindly indicate your agreement with these terms by signing and dating the agreement.

Please share a signed copy of this letter with us not later than five days from the receipt of this letter.

Warm Regards

**Deepika Mahajan**

**Head Talent Acquisition and Employer Branding**

**Human Resource Department.**

**IDFC FIRST BANK LTD.**

## Annexure 4

**PRE JOINING DOCUMENT CHECKLIST**  
**(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume.  Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for candi	Driving License copy can be uploaded
9	Insurance Book (Only for cand	Copy of the insurance book can be uploaded
10	RC Book (Only for candidates	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to  Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	





TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th  
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Industrial Area, Vikhroli East Mumbai  
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Email: tiaagbs\_info@in.tiaa.org

June 9, 2022

Nitin Sunil Chaube  
S/O: Sunil Chaube  
M.G.Road Opp S T Depot Parnaka Bhide Wada  
Vasai Gaon West Vasai, Thane - 401201  
Maharashtra  
India

Dear Nitin:

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, Testing Analyst with a start date on or before July 25, 2022 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 provisional 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 provisional 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 ₹700,000.00 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 provisional 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, 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 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 is attached.

### **5. Code of Ethics Policy - Personal Trading**



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 “Covered Persons”, are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the “Covered 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 Covered 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 Covered 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) “Covered 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 provisional 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) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) 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 provisional 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 contingent 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 provisional 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 provisional 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 provisional 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 provisional 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 provisional 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

### **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**

Basic

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

House Rent Allowance



Monthly INR Amount: 11,667  
Annual INR Amount: 140,000

Bouquet of Benefits~

Monthly INR Amount: 23,333  
Annual INR Amount: 280,000

**ANNUAL FIXED COMPENSATION (A)**

Monthly INR Amount: 58,333  
Annual INR Amount: ₹700,000.00

**RETIRALS BENEFITS**

Employer`s Contribution To Provident Fund

Monthly INR Amount: 2,800  
Annual INR Amount: 33,600

**TOTAL RETIRALS BENEFITS (B)**

Monthly INR Amount: 2,800  
Annual INR Amount: 33,600

**TOTAL REMUNERATION (A + B)\*\***

Monthly INR Amount: 61,133  
Annual INR Amount: 733,600

\*\* 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.



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th  
Floor, North and South  
Tower, Godrej One Godrej Soap  
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## **CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT**

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to protect the Company’s legitimate business interests and



assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

## **1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.**

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;



(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove



that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

**2. NOTICE AND NON-INTERFERENCE OBLIGATIONS:** The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:





(i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;

(ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;

(iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;

(iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;

(v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;

(vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,

(vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.

(b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or



involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any



Referral Firm.

**(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS**

**RELATIONSHIPS.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

**(f) GEOGRAPHIC LIMITATIONS.** Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

**(g) SPECIAL REMEDIES.** The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or



indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

### 3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates



to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.



**4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY.** The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

**5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION.** A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

**6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS.** The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next



three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

**7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS.** The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

**8. FORM OF PARTIES' SIGNATURES AUTHORIZED.** The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

**9. SURVIVAL.** This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same





subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

**10. OTHER MISCELLANEOUS PROVISIONS.** The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

**11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW.** EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

\* \* \*



## ACCEPTANCE

I, Nitin Sunil Chaube, 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 July 25, 2022 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.

Sign1: {{Sig\_es\_:signer1:signature}}

Name: Nitin Sunil Chaube



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218042807/Mumbai**  
**Date: 10/11/2021**

Ms. Nicola Mary Anne Mascarenhas  
Flat No 70, Satya Vihar No 1,  
Wanowrie,  
Pune-411040,  
Maharashtra.  
Tel# 91-9004006782

Dear Nicola Mary Anne Mascarenhas,

**Sub: Letter of Offer**

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

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

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

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completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of INR **15,000/-** per month.

### **BOUQUET OF BENEFITS (BoB)**

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

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

#### **1. House Rent Allowance (HRA)**

Your HRA will be **INR 7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

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

#### **3. Food Card**

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



#### 4. Personal Allowance

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

#### PERFORMANCE PAY

##### Monthly Performance Pay

You will receive a monthly performance pay of INR 4,300/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

##### Performance Bonus

Your Performance Bonus will be INR 3,100/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

#### CITY ALLOWANCE

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

#### RETENTION INCENTIVE

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

#### XPLORE/ LEARNING INCENTIVES

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



## OTHER BENEFITS

### **Health Insurance Scheme**

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

HIS offers the following benefits:

#### **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

#### **2. Higher Hospitalisation**

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

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

### **Maternity Leave**

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

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

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

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### **Loans**

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

### **Professional Memberships**

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

## **RETIRALS**

### **Provident Fund**

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

### **Gratuity**

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

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

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

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

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

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a

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

### 3. Probation Period

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

### 4. Working Hours

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

### 5. Mobility

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

### 6. Compensation Structure / Salary components

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

### 7. Increments and Promotions

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

### 8. Alternative Occupation / Employment

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

### 9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to

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

## 10. 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.

## 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.

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.

## 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

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.

#### 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 probation/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.

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

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[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

<b>Name</b>	<b>Nicola Mary Anne Mascarenhas</b>
<b>Designation</b>	<b>Systems Engineer</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
<b>2) Performance Pay</b>		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
<b>3) City Allowance</b>	400	4,800
<b>4) Annual Components/Retirals</b>		
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
<b>TOTAL GROSS</b>	<b>51,844</b>	<b>7,00,022</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# 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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
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
<b>GROSS BOUQUET OF BENEFITS</b>	<b>26,522</b>	<b>3,18,264</b>



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Serives, 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.



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: tiaagbs\_info@in.tiaa.org

June 7, 2022

Justin Sureshkumar Nadar  
A-303, Eco Winds, Lake Road, Bhandup West  
near Tata Power, Mumbai Bhandup west  
Mumbai Suburban - 400078  
Maharashtra  
India

Dear Justin Sureshkumar Nadar:

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, Testing Analyst with a start date on or before July 25, 2022 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 provisional 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 provisional 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 ₹700,000.00 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 provisional 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, 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 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 is attached.

### **5. Code of Ethics Policy - Personal Trading**



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 “Covered Persons”, are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the “Covered 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 Covered 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 Covered 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) “Covered 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 provisional 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) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) 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 provisional 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 contingent 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 provisional 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 provisional 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 provisional 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 provisional 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 provisional 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

### **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**

Basic

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

House Rent Allowance





Monthly INR Amount: 11,667

Annual INR Amount: 140,000

Bouquet of Benefits~

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

#### **ANNUAL FIXED COMPENSATION (A)**

Monthly INR Amount: 58,333

Annual INR Amount: ₹700,000.00

#### **RETIRALS BENEFITS**

Employer`s Contribution To Provident Fund

Monthly INR Amount: 2,800

Annual INR Amount: 33,600

#### **TOTAL RETIRALS BENEFITS (B)**

Monthly INR Amount: 2,800

Annual INR Amount: 33,600

#### **TOTAL REMUNERATION (A + B)\*\***

Monthly INR Amount: 61,133

Annual INR Amount: 733,600

\*\* 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.



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: +91 932 282 1364

Email: [tgbmailbox@tiaa.org](mailto:tgbmailbox@tiaa.org)

## **CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT**

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to protect the Company’s legitimate business interests and



assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

## **1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.**

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;



(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove



that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

**2. NOTICE AND NON-INTERFERENCE OBLIGATIONS:** The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:



(i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;

(ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;

(iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;

(iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;

(v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;

(vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,

(vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.

(b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or



involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any





Referral Firm.

**(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS**

**RELATIONSHIPS.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

**(f) GEOGRAPHIC LIMITATIONS.** Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

**(g) SPECIAL REMEDIES.** The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or



indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

### 3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates



to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.



**4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY.** The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

**5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION.** A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

**6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS.** The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next



three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

**7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS.** The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

**8. FORM OF PARTIES' SIGNATURES AUTHORIZED.** The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

9. **SURVIVAL.** This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same



subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

**10. OTHER MISCELLANEOUS PROVISIONS.** The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

**11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW.** EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

\* \* \*



## ACCEPTANCE

I, Justin Sureshkumar Nadar , 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 July 25, 2022 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.

Sign1: {{Sig\_es\_:signer1:signature}}

Name: Justin Sureshkumar Nadar





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: tiaagbs\_info@in.tiaa.org

June 7, 2022

Divita Chandrakant Phadakale  
D/O: Chandrakant Pmadakale., 214, Sant Kabir Appt  
Manvel Pada Road Sant Nagar, Vasai  
Virar East, Thane, Vasai - 401305  
Maharashtra  
India

Dear Divita:

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, Testing Analyst with a start date on or before July 25, 2022 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 provisional 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 provisional 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 ₹700,000.00 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 provisional 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, 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 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 is attached.

### **5. Code of Ethics Policy - Personal Trading**



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 “Covered Persons”, are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the “Covered 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 Covered 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 Covered 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) “Covered 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 provisional 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) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) 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 provisional 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 contingent 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 provisional 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 provisional 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 provisional 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 provisional 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 provisional 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

### **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**

Basic

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

House Rent Allowance



Monthly INR Amount: 11,667

Annual INR Amount: 140,000

Bouquet of Benefits~

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

#### **ANNUAL FIXED COMPENSATION (A)**

Monthly INR Amount: 58,333

Annual INR Amount: ₹700,000.00

#### **RETIRALS BENEFITS**

Employer`s Contribution To Provident Fund

Monthly INR Amount: 2,800

Annual INR Amount: 33,600

#### **TOTAL RETIRALS BENEFITS (B)**

Monthly INR Amount: 2,800

Annual INR Amount: 33,600

#### **TOTAL REMUNERATION (A + B)\*\***

Monthly INR Amount: 61,133

Annual INR Amount: 733,600

\*\* 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.



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th  
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## **CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT**

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to protect the Company’s legitimate business interests and



assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

## **1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.**

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;



(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove



that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

**2. NOTICE AND NON-INTERFERENCE OBLIGATIONS:** The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:





(i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;

(ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;

(iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;

(iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;

(v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;

(vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,

(vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.

(b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or



involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any



Referral Firm.

**(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS**

**RELATIONSHIPS.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

**(f) GEOGRAPHIC LIMITATIONS.** Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

**(g) SPECIAL REMEDIES.** The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or



indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

### 3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates



to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.



**4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY.** The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

**5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION.** A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

**6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS.** The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next



three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

**7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS.** The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

**8. FORM OF PARTIES' SIGNATURES AUTHORIZED.** The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

**9. SURVIVAL.** This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same





subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

**10. OTHER MISCELLANEOUS PROVISIONS.** The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

**11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW.** EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

\* \* \*



## ACCEPTANCE

I, Divita Chandrakant Phadakale, 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 July 25, 2022 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.

Sign1: {{Sig\_es\_:signer1:signature}}

Name: Divita Chandrakant Phadakale



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: tiaagbs\_info@in.tiaa.org

June 9, 2022

Karishma Sanjeev Potdukhe  
A-402, Borivali Diamond CHSL LTD  
4th Floor Behind Diamond Talkies, Borivali West  
Mumbai, Borivali West- 400092  
Maharashtra  
India

Dear Karishma:

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, Testing Analyst with a start date on or before July 25, 2022 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 provisional 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 provisional 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 ₹700,000.00 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 provisional 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, 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 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 is attached.

### **5. Code of Ethics Policy - Personal Trading**



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 “Covered Persons”, are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the “Covered 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 Covered 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 Covered 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) “Covered 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 provisional 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) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) 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 provisional 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 contingent 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 provisional 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 provisional 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 provisional 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 provisional 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 provisional 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

### **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**

Basic

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

House Rent Allowance



Monthly INR Amount: 11,667

Annual INR Amount: 140,000

Bouquet of Benefits~

Monthly INR Amount: 23,333

Annual INR Amount: 280,000

#### **ANNUAL FIXED COMPENSATION (A)**

Monthly INR Amount: 58,333

Annual INR Amount: ₹700,000.00

#### **RETIRALS BENEFITS**

Employer`s Contribution To Provident Fund

Monthly INR Amount: 2,800

Annual INR Amount: 33,600

#### **TOTAL RETIRALS BENEFITS (B)**

Monthly INR Amount: 2,800

Annual INR Amount: 33,600

#### **TOTAL REMUNERATION (A + B)\*\***

Monthly INR Amount: 61,133

Annual INR Amount: 733,600

\*\* 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.



TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th  
Floor, North and South  
Tower, Godrej One Godrej Soap  
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Mumbai City MH 400079 IN

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## **CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT**

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to protect the Company’s legitimate business interests and



assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

## **1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.**

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;





(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove



that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

**2. NOTICE AND NON-INTERFERENCE OBLIGATIONS:** The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:



(i) **“Business Relationship”** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;

(ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;

(iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;

(iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;

(v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;

(vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,

(vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.

(b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or



involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any



Referral Firm.

**(e) RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS**

**RELATIONSHIPS.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

**(f) GEOGRAPHIC LIMITATIONS.** Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

**(g) SPECIAL REMEDIES.** The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or



indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

### 3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates



to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and “works made for hire”; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee’s entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee’s employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company’s expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company’s right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee’s employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product’s creation; (ii) the Employee developed the Work Product entirely on the Employee’s own time; (iii) the Work Product does not relate to the Company’s business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee’s burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY’S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.



**4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY.** The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

**5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION.** A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

**6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS.** The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next





three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

**7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS.** The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

**8. FORM OF PARTIES' SIGNATURES AUTHORIZED.** The parties acknowledge that the form of signature provided below is binding upon them as follows:



(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

**9. SURVIVAL.** This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same



subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

**10. OTHER MISCELLANEOUS PROVISIONS.** The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

**11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW.** EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.

\* \* \*



## ACCEPTANCE

I, Karishma Sanjeev Potdukhe, 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 July 25, 2022 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.

Sign1: {{Sig\_es\_:signer1:signature}}

Name: Karishma Sanjeev Potdukhe



**Offer: Computer Consultancy**  
**Ref: TCSL/CT20213649629/Mumbai**  
**Date: 23/11/2021**

Mr. Rolwyn Raju  
C-610, Rock Enclave, Hindustan Naka, Kandivali WestHindustan Naka,  
Near Sahyadri Bus Stop,  
Mumbai-400067,  
Maharashtra.  
Tel# 91-9322228711

Dear Rolwyn Raju,

**Sub: Letter of Offer**

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

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

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

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completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of INR **15,000/-** per month.

### **BOUQUET OF BENEFITS (BoB)**

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

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

#### **1. House Rent Allowance (HRA)**

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

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

#### **3. Food Card**

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



#### 4. Personal Allowance

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

#### PERFORMANCE PAY

##### Monthly Performance Pay

You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

##### Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

#### CITY ALLOWANCE

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

#### RETENTION INCENTIVE

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

#### XPLORE/ LEARNING INCENTIVES

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



## **OTHER BENEFITS**

### **Health Insurance Scheme**

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

HIS offers the following benefits:

#### **1. Basic Cover**

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

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

#### **2. Higher Hospitalisation**

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

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

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

### **Maternity Leave**

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

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

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

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### **Loans**

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

### **Professional Memberships**

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

### **RETIRALS**

#### **Provident Fund**

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

#### **Gratuity**

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

### **TERMS AND CONDITIONS**

#### **1. Aggregate Percentage Requirements**

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

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

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

#### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a

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

### 3. Probation Period

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

### 4. Working Hours

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

### 5. Mobility

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

### 6. Compensation Structure / Salary components

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

### 7. Increments and Promotions

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

### 8. Alternative Occupation / Employment

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

### 9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to

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

## 10. 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.

## 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.

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.

## 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**

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.

#### **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 probation/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.

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

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[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

<b>Name</b>	<b>Rolwyn Raju</b>
<b>Designation</b>	<b>Systems Engineer</b>
<b>Institute Name</b>	<b>Fr. Conscience Rodrigues College Of Engg, Bandra</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
<b>2) Performance Pay</b>		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
<b>3) City Allowance</b>	400	4,800
<b>4) Annual Components/Retirals</b>		
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
<b>TOTAL GROSS</b>	<b>51,844</b>	<b>7,00,022</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# 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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
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
<b>GROSS BOUQUET OF BENEFITS</b>	<b>26,522</b>	<b>3,18,264</b>



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



## 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.





**Offer: Computer Consultancy**  
**Ref: TCSL/CT20213647072/Mumbai**  
**Date: 01/09/2021**

Mr. Albyn Alex Varghese  
Flat No. 304, Natraj Residency Plot No. 210, Murbi Village ,Sector-19,Kharghar,  
Near Lm Hostel,  
Navi Mumbai-410210,  
Maharashtra.  
Tel# 91-9702010775

Dear Albyn Alex Varghese,

**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/CT20213647072**

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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 **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

#### Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

### CITY ALLOWANCE

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

### RETENTION INCENTIVE

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

### XPLORE/ LEARNING INCENTIVES

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



## **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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**TCSL/CT20213647072**

**4**

**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



### **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

TCS Confidential

TCSL/CT20213647072

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

## 10. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

## 11. Terms and Conditions

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

## 12. TATA Code of Conduct

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

## 13. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out



in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 14. Retirement

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

#### 15. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

#### 16. Employment of Non Indian Citizens

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

#### 17. Background Check

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

#### 18. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required





- 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**

**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

<b>Name</b>	<b>Albyn Alex Varghese</b>
<b>Designation</b>	<b>Systems Engineer</b>
<b>Institute Name</b>	<b>Fr. Conscience Rodrigues College Of Engg, Bandra</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
<b>2) Performance Pay</b>		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
<b>3) City Allowance</b>	400	4,800
<b>4) Annual Components/Retirals</b>		
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
<b>TOTAL GROSS</b>	<b>51,844</b>	<b>7,00,022</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# 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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
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
<b>GROSS BOUQUET OF BENEFITS</b>	<b>26,522</b>	<b>3,18,264</b>



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Serives, 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/DT20218046869/Mumbai**  
**Date: 23/11/2021**

Mr. Amit Radheshyam Dubey  
Room No. 5 Jagdamba Matta Road,  
Devraj Yadav Chawl, Malpa Dongri No.3,  
Mumbai-400093,  
Maharashtra.  
Tel# 91-9833392369

Dear Amit Radheshyam Dubey,

**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/DT20218046869**

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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



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 **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

#### Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

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

### CITY ALLOWANCE

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

### RETENTION INCENTIVE

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

### XPLORE/ LEARNING INCENTIVES

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



## OTHER BENEFITS

### **Health Insurance Scheme**

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

HIS offers the following benefits:

#### **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

#### **2. Higher Hospitalisation**

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

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

### **Maternity Leave**

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

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

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

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**TATA CONSULTANCY SERVICES**

**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



### **Loans**

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

### **Professional Memberships**

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

## **RETIRALS**

### **Provident Fund**

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

### **Gratuity**

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

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

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

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

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

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a

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

### 3. Probation Period

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

### 4. Working Hours

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

### 5. Mobility

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

### 6. Compensation Structure / Salary components

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

### 7. Increments and Promotions

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

### 8. Alternative Occupation / Employment

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

### 9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to

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

## 10. 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.

## 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.

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.

## 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**

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.

#### **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 probation/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.

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

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



[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

<b>Name</b>	<b>Amit Radheshyam Dubey</b>
<b>Designation</b>	<b>Systems Engineer</b>
<b>Institute Name</b>	<b>Fr. Conscience Rodrigues College Of Engg, Bandra</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
<b>2) Performance Pay</b>		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
<b>3) City Allowance</b>	400	4,800
<b>4) Annual Components/Retirals</b>		
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
<b>TOTAL GROSS</b>	<b>51,844</b>	<b>7,00,022</b>
<b>Xplore/ Learning Incentive****</b>		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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
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
<b>GROSS BOUQUET OF BENEFITS</b>	<b>26,522</b>	<b>3,18,264</b>





## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



## 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 of 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.



14-Apr-2022

Dear **MD Danish Zahid,**  
**B.E., Information Technology**  
**Fr Conceicao Rodrigues College of Engineering, Mumbai**

Candidate ID – **18919234**

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**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,948/-**. This includes an annual target incentive of INR **22,500/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**.

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

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

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

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

Successful completion of Cognizant Internship (if offered to you), which is a pre-requisite skill and capability development program will form a critical part of your employment with Cognizant.

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



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

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

#### 4. Training - Post Joining Cognizant:

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

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <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:** MD Danish Zahid **Designation:** Programmer Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	18500	222,000
2	HRA*	11100	133,200
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2220	26,640
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16959	203,508
	<b>Annual Gross Compensation</b>		<b>633,948</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>656,448</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>675,948</b>

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

## Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

MD Danish Zahid, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

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

applicable laws. Any changes made to the Company's working hours shall be notified to you.

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

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

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

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

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

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

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

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

## 10. Representations and Warranties

By signing below,

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

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

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

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

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

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

## 14. Retirement

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

## 15. Termination of Employment

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

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

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

- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

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

**18. Dispute Resolution and Governing law**

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

**19. General**

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

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

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

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

**Cognizant Technology Solutions India Private Limited****MD Danish Zahid**

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

**Sign:** \_\_\_\_\_  
**Date:**





## LETTER OF INTENT

**Date: October 20, 2021**

**Name: Arpan Sadhu**

**College: Fr. Agnel College**

Dear **Arpan,**

We are delighted to extend this Letter of Intent ("LOI") to you for the position of **Junior Associate Technology** with Publicis Sapient, a division of TLG India Pvt. Ltd. ("Publicis Sapient").

Upon your acceptance of the terms of employment and your joining, Publicis Sapient will provide you with a total compensation package that consists of your base salary and statutory retirement benefits.

Your total Cost to Company ("CTC") would be Rs. 6,50,000/- which shall include the following: -

- An annualized base salary of Rs 6,13,879 (including HRA).
- Provident Fund and Gratuity contributions, (As per the applicable provisions and Publicis Sapient policies) equal to 5.88% of your base salary (16.8% of your Basic Salary)

Tax at the applicable rate shall be deducted at source from your salary.

Your anticipated start date will fall in the first half of 2022 and which shall be intimated to you in due course. Your home office in India would be either Gurgaon/Bangalore/Noida depending on the business requirements.

This LOI does not constitute a letter of employment and does not bind Publicis Sapient in any manner. The regular letter of employment shall be shared with you a month prior to your joining Publicis Sapient.



Your employment will be effective upon joining Publicis Sapien, post formal acceptance of the terms of employment offered to you and completion of prescribed formalities. All terms stated herein are contingent upon the successful completion of your educational degree, successful completion of the training/internship program being offered to you by Publicis Sapien and subject to your good behavior and conduct and other parameters as may be decided by Publicis Sapien.


We are looking forward to your joining us. We are sure that you would find life with Publicis Sapien to be motivating and challenging.

Kindly return a copy of this letter of intent duly counter signed by you. If we do not receive your acceptance, we will assume you do not wish to proceed further.

Best Regards

Kameshwari Rao  
GVP, People Strategy | Publicis Sapien

**I hereby accept the terms of the above LOI.**

**Signature** :   
**Name** : Arpan Sadhu  
**Date** : 07/12/2021

**Permanent Address:** Lane No.2, Adarsh Nagar, Top Paloura, Jammu (J&K)- 181121

**Temporary Address:** 101, Gold Crest, Sundar Nagar, Road No. 3, Kalina, Santacruz (E), Mumbai- 400098

**Contact Information:** Phone No.- +91 6005297603  
Email- arpan7214@gmail.com



## LETTER OF INTENT

**Date: October 19, 2021**

**Name: Rahul Pujari**

**College: Fr. Agnel College**

Dear **Rahul**,

We are delighted to extend this Letter of Intent ("LOI") to you for the position of **Junior Associate Technology** with Publicis Sapient, a division of TLG India Pvt. Ltd. ("Publicis Sapient").

Upon your acceptance of the terms of employment and your joining, Publicis Sapient will provide you with a total compensation package that consists of your base salary and statutory retirement benefits.

Your total Cost to Company ("CTC") would be Rs. 6,50,000/- which shall include the following: -

- An annualized base salary of Rs 6,13,879 (including HRA).
- Provident Fund and Gratuity contributions, (As per the applicable provisions and Publicis Sapient policies) equal to 5.88% of your base salary (16.8% of your Basic Salary)

Tax at the applicable rate shall be deducted at source from your salary.

Your anticipated start date will fall in the first half of 2022 and which shall be intimated to you in due course. Your home office in India would be either Gurgaon/Bangalore/Noida depending on the business requirements.

This LOI does not constitute a letter of employment and does not bind Publicis Sapient in any manner. The regular letter of employment shall be shared with you a month prior to your joining Publicis Sapient.



Your employment will be effective upon joining Publicis Sapient, post formal acceptance of the terms of employment offered to you and completion of prescribed formalities. All terms stated herein are contingent upon the successful completion of your educational degree, successful completion of the training/internship program being offered to you by Publicis Sapient and subject to your good behavior and conduct and other parameters as may be decided by Publicis Sapient.


We are looking forward to your joining us. We are sure that you would find life with Publicis Sapient to be motivating and challenging.

Kindly return a copy of this letter of intent duly counter signed by you. If we do not receive your acceptance, we will assume you do not wish to proceed further.

Best Regards

Kameshwari Rao  
GVP, People Strategy | Publicis Sapient

**I hereby accept the terms of the above LOI.**

**Signature** :   
**Name** : RAHUL PUJARI  
**Date** : 07/12/2021

**Permanent Address:** Devashish welfare society kanyapada gokuldharm goregaon east mumbai 63

**Temporary Address:** Room no 204 A wing ankur bldg kanyapada gokuldharm goregaon east m-63

**Contact Information:** 7045727662 / 7019120817 / rahulpujari525@gmail.com



## LETTER OF INTENT

**Date: October 19, 2021**

**Name: Rehan Pathan**

**College: Fr. Agnel College**

Dear **Rehan,**

We are delighted to extend this Letter of Intent ("LOI") to you for the position of **Junior Associate Technology** with Publicis Sapient, a division of TLG India Pvt. Ltd. ("Publicis Sapient").

Upon your acceptance of the terms of employment and your joining, Publicis Sapient will provide you with a total compensation package that consists of your base salary and statutory retirement benefits.

Your total Cost to Company ("CTC") would be Rs. 6,50,000/- which shall include the following: -

- An annualized base salary of Rs 6,13,879 (including HRA).
- Provident Fund and Gratuity contributions, (As per the applicable provisions and Publicis Sapient policies) equal to 5.88% of your base salary (16.8% of your Basic Salary)

Tax at the applicable rate shall be deducted at source from your salary.

Your anticipated start date will fall in the first half of 2022 and which shall be intimated to you in due course. Your home office in India would be either Gurgaon/Bangalore/Noida depending on the business requirements.

This LOI does not constitute a letter of employment and does not bind Publicis Sapient in any manner. The regular letter of employment shall be shared with you a month prior to your joining Publicis Sapient.



Your employment will be effective upon joining Publicis Sapient, post formal acceptance of the terms of employment offered to you and completion of prescribed formalities. All terms stated herein are contingent upon the successful completion of your educational degree, successful completion of the training/internship program being offered to you by Publicis Sapient and subject to your good behavior and conduct and other parameters as may be decided by Publicis Sapient.

We are looking forward to your joining us. We are sure that you would find life with Publicis Sapient to be motivating and challenging.

Kindly return a copy of this letter of intent duly counter signed by you. If we do not receive your acceptance, we will assume you do not wish to proceed further.

Best Regards

Kameshwari Rao  
GVP, People Strategy | Publicis Sapient

**I hereby accept the terms of the above LOI.**

**Signature** : \_\_\_\_\_

**Name** : \_\_\_\_\_

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

**Permanent Address:**

**Temporary Address:**

**Contact Information:**

**Private & Confidential****27 April 2022****Swijel Dmello**

Dear Swijel,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	270,000.00
<b>B. Flexible Benefit Plan (FBP) **</b>	330,000.00
<b>C. Annual Gross Pay AGP (A+B)</b>	600,000.00
<b>D. Company's contribution to PF</b>	32,400.00
<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34**

toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for one (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).



This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

**Private & Confidential****06 May 2022****Robin Lobo**

Dear Robin,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	270,000.00
<b>B. Flexible Benefit Plan (FBP) **</b>	330,000.00
<b>C. Annual Gross Pay AGP (A+B)</b>	600,000.00
<b>D. Company's contribution to PF</b>	32,400.00
<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34** toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for two (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,  
For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

**Private & Confidential****01 May 2022****Hanita Rego**

Dear Hanita,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	270,000.00
<b>B. Flexible Benefit Plan (FBP) **</b>	330,000.00
<b>C. Annual Gross Pay AGP (A+B)</b>	600,000.00
<b>D. Company's contribution to PF</b>	32,400.00
<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34** toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for two (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,  
For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

*Offer letter for candidate Hanita Rego*

*Candidate's response "Accepted" was recorded on May 01, 2022 01:01 AM Singapore*

*Electronically signed by Hanita Rego on April 30, 2022*

*Electronically signed from 203.194.96.173*

**Private & Confidential****28 April 2022****Ayaan Shaikh**

Dear Ayaan,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	270,000.00
<b>B. Flexible Benefit Plan (FBP) **</b>	330,000.00
<b>C. Annual Gross Pay AGP (A+B)</b>	600,000.00
<b>D. Company's contribution to PF</b>	32,400.00
<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34**



toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for one (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

*Offer letter for candidate Ayaan Shaikh*

*Candidate's response "Accepted" was recorded on April 28, 2022 03:23 AM Singapore*

*Electronically signed by Ayaan Shaikh on April 27, 2022*

*Electronically signed from 103.167.177.42*

**Private & Confidential****27 April 2022****Ninad Shetty**

Dear Ninad,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
<b>A. Basic salary</b>	270,000.00
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<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34**

toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for one (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

**Private & Confidential****05 May 2022****Kraig Fernandes**

Dear Kraig,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	270,000.00
<b>B. Flexible Benefit Plan (FBP) **</b>	330,000.00
<b>C. Annual Gross Pay AGP (A+B)</b>	600,000.00
<b>D. Company's contribution to PF</b>	32,400.00
<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34** toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for two (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,  
For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



Date: December 29, 2021

To,  
Name: Mahesh Sharma  
Designation: Training and Placement Officer  
College Name: Fr. Conceicao Rodrigues College of Engineering

On behalf of MAQ Software, I thank you and your placement team for all the arrangements and support we received for our recruitment drive.

The selected students for 6 months internship + FTE offer are required to join us on or before January 2022.

Offer details:

#	Name	Email	Offer Type
1	Chaitanya Chandrakant Mohane	chaitanyamohane1998@gmail.com	6 Month Internship + Full Time
2	Raj Colaco	raj45colaco@gmail.com	6 Month Internship + Full Time

Stipend: Rs 36,000 per month  
CTC: Rs 6 LPA

We look forward to continuing this association and build a strong working relationship with your institute.

Feel free to contact us at [IndiaHR@MAQSoftware.com](mailto:IndiaHR@MAQSoftware.com), in case of any queries.

Thanks

DocuSigned by:  
  
F2B2C0873D794BE...

Name: Abhishek Mahapatro

Designation: Senior Project Manager, MAQ Software

## **OFFER LETTER**

Date: 18<sup>th</sup> August 2021

### **PRADITI REDE**

**Sub:** Your appointment as a **Software Engineer** (“Offer Letter”)

Dear **Praditi**,

We, **Zeus Systems Private Limited** (“Company”), are pleased to offer you employment on the terms and conditions set out in this Offer Letter. Your employment will commence with the Company, effective from **1<sup>st</sup> June 2022** (“Effective Date”).

### ***Roles and Functions***

You shall be appointed for the designation of **Software Engineer** and you will report to the reporting manager as intimated to you. You will perform all duties and responsibilities subject to the terms of this Offer Letter and the Appointment Letter to be entered into between yourself and the Company prior to your joining. You may be asked to perform other duties which may be assigned from time to time, based on the needs of the Company and your skills, at the Company’s sole discretion.

### ***Remuneration and Variable Pay***

The Company shall pay you, in consideration of the proper performance and discharge by you of your duties and obligations, remuneration and perquisites set out herein. The Company shall pay you a fixed salary of **INR 600,000/- (Rupees Six lacs only)** per annum. A detailed break up of your annual compensation including the benefits or perquisites that you shall receive from the Company, has been enumerated under **SCHEDULE 1**.

Variable bonus and increment shall be given annually at the sole discretion of the management of the Company. The increment amount will be evaluated on performance standards of the Company and feedback from the reporting manager. Other broad terms and conditions shall be contained in the Appointment Letter which would be binding on you.

### ***Probationary Period***

Your employment shall be subject to an initial probationary period of 3 (Three) month (“**Probationary Period**”). The Company may at its sole discretion extend or reduce this Probationary Period.

### ***Location***

Zeus Systems Private Limited  
Unit No. 1402, 14<sup>th</sup> floor, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013.  
Phone/Fax : +91.22. 666 666 26  
E-mail: [contact@zeuslearning.com](mailto:contact@zeuslearning.com) URL: [www.zeuslearning.com](http://www.zeuslearning.com)

Your employment will initially be based at the Company's main office located at 1402, Tower B, Peninsula Business Park, Ganapatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra 400013, although you may be required to perform your duties and travel at other locations from time to time as per the requirements of Company. In the event of secondment at a location other than the Company's main

office, no additional remuneration and/ or perquisites shall be payable by the Company except as stated under Clause of Remuneration and Variable Pay and **SCHEDULE 1** of this Offer Letter.

### ***Hours of Work and Leaves***

Your official working days will be from Monday to Friday, and you shall be expected to work for a period of 8 (eight) hours in a day, exclusive of permitted breaks in a day. The Employee shall abide by the leave policies as enumerated under the Leave Policy of the Company including any modifications or amendments thereof.

### ***Non-Compete and Non-Solicit***

The Employee understands and agrees to abide by all the non-compete and non-solicit obligations as detailed in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining. **Confidentiality**

The Employee understands that during the term of this Offer Letter and in performance of his job duties for the Company, the Employee will be exposed to Company's and its client's information which is confidential in nature. The Employee understands that such confidential information is critical to the Company. The Employee shall abide by all his obligations to maintain the confidentiality and security of such information as enumerated in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Termination***

This Offer Letter may be terminated by either the Company or the Employee without assigning any reason by giving 15 days prior written notice to the other party.

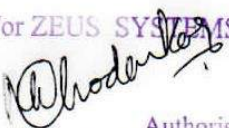

### ***Covenants and Warranties***

- a) During your employment with the Company, you shall observe and comply with all applicable rules, regulations and policies of the Company, in force for the time being and from time to time.
- b) Prior to onboarding the Company, you shall furnish the following documents at the first day of your joining the Company:
  - Copy of certificates/ mark sheets in support of your qualifications and other certificates, if any;

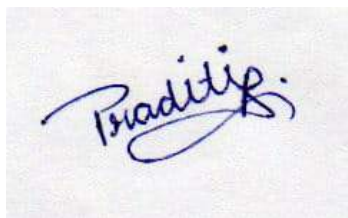
- Copy of relieving letter/ last drawn salary slip from your previous employers; • Copy of government identities; and
  - 5 latest passport size photographs.
- c) Other detailed terms and conditions of your appointment with the Company shall be as enumerated under the Appointment Letter and shall, inter alia, contain the below mentioned provisions: (i) Your duties towards the Company, (ii) Business Protection Agreement; and (iii) termination.

You are requested to indicate your acceptance of the terms contained herein by signing/ executing and returning a copy to the Company.

Sincerely yours,  
For and on behalf of **Zeus Systems Private Limited**  
**For Zeus Learning,**

For ZEUS SYSTEMS PVT. LTD.  
  
  
Authorized Signatory  
**Minal Chodankar**  
**Director-Admin**

I have received a copy of this Offer Letter and have read and understood the above terms and conditions of employment and the implication thereof I hereby accept the aforesaid terms and conditions and agree to abide by the same.



-----  
**PRADITI REDE**  
**19<sup>th</sup> August 2021**

### SCHEDULE 1

Zeus Systems Private Limited  
Unit No. 1402, 14<sup>th</sup> floor, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013.  
Phone/Fax : +91.22. 666 666 26  
E-mail: [contact@zeuslearning.com](mailto:contact@zeuslearning.com) URL: [www.zeuslearning.com](http://www.zeuslearning.com)

The Breakup of your compensation is as follows:

Components of Salary	(Figures in INR/ per annum)
Basic	179,160.00
HRA	107,496.00
Conveyance Allowance	19,200.00
Special Allowance	223,992.00
Company PF Contribution	24,000.00
<b>Total</b>	<b>553,848.00</b>
Annual Discretionary Bonus	46,152.00
<b>Gross Annual Compensation</b>	<b>600,000.00</b>

In addition to the above, you (and your dependents) shall also be covered under the Group Medical Insurance Policy of the Company. The policy is up to an annual limit of Rs. 5,00,000/- (Rupees Five Lakhs only) subject to the terms and conditions of the insurance provider.

For and on behalf of **Zeus Systems Private Limited**  
For Zeus Learning,

For ZEUS SYSTEMS PVT. LTD.




Authorised Signatory

**Minal Chodankar**  
**Director-Admin**

18<sup>th</sup> August 2021

## OFFER LETTER

Date: 18<sup>th</sup> August 2021

### KAMLESH MISTRY

**Sub:** Your appointment as a **Software Engineer** (“Offer Letter”)

Dear KAMLESH,

We, **Zeus Systems Private Limited** (“Company”), are pleased to offer you employment on the terms and conditions set out in this Offer Letter. Your employment will commence with the Company, effective from **1<sup>st</sup> June 2022** (“Effective Date”).

### ***Roles and Functions***

You shall be appointed for the designation of **Software Engineer** and you will report to the reporting manager as intimated to you. You will perform all duties and responsibilities subject to the terms of this Offer Letter and the Appointment Letter to be entered into between yourself and the Company prior to your joining. You may be asked to perform other duties which may be assigned from time to time, based on the needs of the Company and your skills, at the Company’s sole discretion.

### ***Remuneration and Variable Pay***

The Company shall pay you, in consideration of the proper performance and discharge by you of your duties and obligations, remuneration and perquisites set out herein. The Company shall pay you a fixed salary of **INR 600,000/- (Rupees Six lacs only)** per annum. A detailed break up of your annual compensation including the benefits or perquisites that you shall receive from the Company, has been enumerated under **SCHEDULE 1**.

Variable bonus and increment shall be given annually at the sole discretion of the management of the Company. The increment amount will be evaluated on performance standards of the Company and feedback from the reporting manager. Other broad terms and conditions shall be contained in the Appointment Letter which would be binding on you.

### ***Probationary Period***

Your employment shall be subject to an initial probationary period of 3 (Three) month (“**Probationary Period**”). The Company may at its sole discretion extend or reduce this Probationary Period.

### ***Location***

Your employment will initially be based at the Company’s main office located at 1402, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra-400013, although you may be required to perform your duties and travel at other locations from

Zeus Systems Private Limited  
Unit No. 1402, 14<sup>th</sup> floor, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013.  
Phone/Fax : +91.22. 666 666 26  
E-mail: contact@zeuslearning.com URL: www.zeuslearning.com

*Kamlesh M.*

time to time as per the requirements of Company. In the event of secondment at a location other than the Company's main office, no additional remuneration and/ or perquisites shall be payable by the Company except as stated under Clause of Remuneration and Variable Pay and **SCHEDULE 1** of this Offer Letter.

### ***Hours of Work and Leaves***

Your official working days will be from Monday to Friday, and you shall be expected to work for a period of 8 (eight) hours in a day, exclusive of permitted breaks in a day. The Employee shall abide by the leave policies as enumerated under the Leave Policy of the Company including any modifications or amendments thereof.

### ***Non-Compete and Non-Solicit***

The Employee understands and agrees to abide by all the non-compete and non-solicit obligations as detailed in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Confidentiality***

The Employee understands that during the term of this Offer Letter and in performance of his job duties for the Company, the Employee will be exposed to Company's and its client's information which is confidential in nature. The Employee understands that such confidential information is critical to the Company. The Employee shall abide by all his obligations to maintain the confidentiality and security of such information as enumerated in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Termination***

This Offer Letter may be terminated by either the Company or the Employee without assigning any reason by giving 15 days prior written notice to the other party.

### ***Covenants and Warranties***

- a) During your employment with the Company, you shall observe and comply with all applicable rules, regulations and policies of the Company, in force for the time being and from time to time.
- b) Prior to onboarding the Company, you shall furnish the following documents at the first day of your joining the Company:
  - Copy of certificates/ mark sheets in support of your qualifications and other certificates, if any;
  - Copy of relieving letter/ last drawn salary slip from your previous employers;
  - Copy of government identities; and
  - 5 latest passport size photographs.
- c) Other detailed terms and conditions of your appointment with the Company shall be as enumerated under the Appointment Letter and shall, inter alia, contain the below

Zeus Systems Private Limited  
 Unit No. 1402, 14<sup>th</sup> floor, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013.  
 Phone/Fax : +91.22. 666 666 26  
 E-mail: contact@zeuslearning.com URL: www.zeuslearning.com

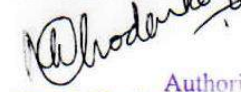
*Kamlesh M.*

mentioned provisions: (i) Your duties towards the Company, (ii) Business Protection Agreement; and (iii) termination.

You are requested to indicate your acceptance of the terms contained herein by signing/ executing and returning a copy to the Company.

Sincerely yours,  
For and on behalf of **Zeus Systems Private Limited**  
**For Zeus Learning,**

For ZEUS SYSTEMS PVT. LTD.



**Minal Chodankar**  
**Director-Admin**



I have received a copy of this Offer Letter and have read and understood the above terms and conditions of employment and the implication thereof I hereby accept the aforesaid terms and conditions and agree to abide by the same.



-----  
**KAMLESH MISTRY**  
**18<sup>th</sup> August 2021**



### SCHEDULE 1

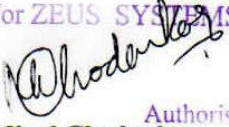

The Breakup of your compensation is as follows:

Components of Salary	(Figures in INR/ per annum)
Basic	179,160.00
HRA	107,496.00
Conveyance Allowance	19,200.00
Special Allowance	223,992.00
Company PF Contribution	24,000.00
<b>Total</b>	<b>553,848.00</b>
Annual Discretionary Bonus	46,152.00
<b>Gross Annual Compensation</b>	<b>600,000.00</b>

In addition to the above, you (and your dependents) shall also be covered under the Group Medical Insurance Policy of the Company. The policy is up to an annual limit of Rs. 5,00,000/- (Rupees Five Lakhs only) subject to the terms and conditions of the insurance provider.

For and on behalf of **Zeus Systems Private Limited**  
For Zeus Learning,

For ZEUS SYSTEMS PVT. LTD.

  
  
 Authorised Signatory

**Minal Chodankar**  
**Director-Admin**  
 18<sup>th</sup> August 2021

Kamlesh M.

Clayton Almeida, you are signed in. [My Account Options](#)

[My Job Cart \(0 items\)](#) | [Sign Out](#)

<a href="#">Job Search</a>	<a href="#">My Jobpage</a>	<a href="#">Offers</a>	<a href="#">Tasks</a>
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## Offer Letter

[Printable format](#)

Please click on the "Printable Format" Link to save a copy of the offer letter in PDF format. Please scroll down to Accept the E-Offer.



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:673305

Date: February 23, 2022

### Mr Clayton Denis Almeida

2nd floor, Trinity home, Vanda , Near Sopara Govt Hospital,Nalasopara- west  
Mumbai,Maharashtra  
India - 401304.

### Dear Clayton Denis Almeida,

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.550,000 (Rupees Five Lakh Fifty Thousand Only)** (including Loyalty Bonus Applicable only once, on completion of 1st year from Date of joining) 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

- **Employee + Spouse + 2 Children:** All employees are entitled to a coverage of Group Medclaim Insurance policy of an amount with maximum limit of Rs.3,00,000/- (Rupees Three Lakhs Only) from the day one with features like family floaters, maternity benefits etc. Employee can cover himself/herself and immediate family members i.e., legally wedded spouse and 2 dependent children (max. age up to 25 Yrs.) only.

**Group Term Life Insurance:** All employees are entitled to a self-coverage of Group Term Life Insurance of an amount with maximum limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the day one.

- **Group Personal Accident Insurance:** All employees are entitled to a self-coverage of Group Personal Accident Insurance of an amount with maximum limit of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) from the day one.
- **Parental Mediclaim Insurance:** In case, an employee wants to cover his/her dependent Parents or Parent-in-laws, he/she can enroll them under separate Voluntary Parents Mediclaim Policy.
- **Covid Insurance:** All employees are entitled to a self-coverage of Covid Insurance of an amount with maximum limit of Rs.50,000/- (Rupees Fifty Thousand Only) in case of hospitalization or home quarantine.

Times Square 7th Floor C Wing, Smartworks Coworking Spaces, Andheri- Kuria Road, Andheri East - 40059

Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 www.xoriant.com



For more details on the above, employee can refer to the detailed Medclaim policy available on company intranet or contact your location Facility Management Team.

#### **CODE OF CONDUCT**

We at Xorient 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 Xorient. 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.

Times Square 7th Floor C Wing, Smartworks Coworking Spaces, Andheri- Kuria Road, Andheri East - 400059

Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 [www.xorient.com](http://www.xorient.com)

**ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

**NO DUAL EMPLOYMENT**

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

**NOTICE PERIOD/TERMINATION**

a. This Appointment Letter may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof ("Notice Period"). Any shortfall in the Notice Period shall be recovered from your full and final settlement. In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
- iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.

Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

a.b. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The Company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

b.c. Company may terminate your employment immediately with or without notice on the occurrence of your:

- i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- iii. Involvement in any act of moral turpitude.
- iv. At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

**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 **Clayton Denis Almeida**, 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.

**Clayton Denis Almeida**, 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**.

Page 599

Sincerely  
For Xoriant Solutions Pvt.Ltd



Vaishali Walimbe  
Director, Talent Acquisition

HR Signatory  
Actual Date of Joining:

Agreed & Accepted on

Clayton Denis Almeida

Agreed & Accepted on

Clayton Denis Almeida



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
<b>A</b>	<b>33,360</b>	<b>400,310</b>
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
<b>B</b>	<b>2,250</b>	<b>27,000</b>
<b>C = A + B</b>	<b>35,610</b>	<b>427,310</b>
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
<b>D</b>	<b>1,891</b>	<b>22,690</b>
<b>E = C + D</b>	<b>37,501</b>	<b>450,000</b>
<b>Loyalty Bonus* (Applicable only once, on completion of 1st year from Date of joining)</b>		<b>100,000</b>
<b>CTC = E + Loyalty Bonus</b>		<b>550,000</b>

\*Note- "If you remain continuously employed by the Company and provided that you have not received any type of Disciplinary Action, the Company will pay you a bonus in an amount of Rs. **100,000**, less applicable withholdings and deductions (the "Loyalty Bonus"). The Loyalty Bonus will be paid in a lump sum, post completion of one year along with confirmation appraisal."

Sincerely

For Xorient Solutions Pvt.Ltd

**Vaishali Walimbe**  
Director, Talent Acquisition

**HR Signatory**  
Actual Date of Joining:

Agreed & Accepted on

**Clayton Denis Almeida**

Agreed & Accepted on  
**Clayton Denis Almeida**





## 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 Xorient Solutions Pvt.Ltd**

**HR Signatory**

**Actual Date of Joining:**

**Agreed & Accepted on**

**Clayton Denis Almeida**



**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:

<b>Sr.No</b>	<b>Particulars</b>
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, MCS D, 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: Clayton Denis Almeida

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

Vaishali Walimbe  
Director, Talent Acquisition

Agreed & Accepted on

Clayton Denis Almeida

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Clayton Denis Almeida

### Offer Response

Do Not E-Sign Until You Have Read The Above Offer

Accept the offer

Refuse the offer

\*Full Name

Almeida, Clayton

\*Unique Identifier(enter any characters in this field)

Submit Cancel

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 ()

Overview (<https://xoriant.com/enterprise-services/overview>)

Infrastructure (<https://xoriant.com/enterprise-services/infrastructure>)

Custom Application Development (<https://xoriant.com/enterprise-services/custom-application-development>)

Packaged Applications (<https://xoriant.com/enterprise-services/packaged-applications>)

Application Modernization (<https://xoriant.com/enterprise-services/application-modernization>)

Application Lifecycle Management (<https://xoriant.com/enterprise-services/application-lifecycle-management>)

Data Management (<https://xoriant.com/enterprise-services/data-management>)

DevOps (<https://xoriant.com/enterprise-services/devops>)

Frameworks & Accelerators (<https://xoriant.com/enterprise-services/frameworks>)

#### SOLUTIONS & PRACTICES ()

Security Overview (<https://xoriant.com/security/overview>)

Cloud & Infrastructure (<https://xoriant.com/solutions-practices/cloud-infrastructure>)

Big Data, Analytics & Machine Learning (<https://xoriant.com/solutions-practices/big-data-ml>)

Data Management & Governance (<https://cdi.xoriant.com/>)

X-CELERATE Invoice (<https://xoriant.com/xcelerate/invoice>)

X-CELERATE IoT (<https://xoriant.com/iot>)

#### KEY INDUSTRIES ()

Banking, Financial Services & Insurance (<https://xoriant.com/industries/financial-services>)

Healthcare (<https://xoriant.com/industries/healthcare>)

Hi-Tech (<https://xoriant.com/industries/hitech>)

Automotive (<https://xoriant.com/industries/automotive>)

Telecommunications (<https://xoriant.com/industries/telecommunications>)

Manufacturing (<https://xoriant.com/industries/manufacturing>)

#### ABOUT XORIANT ()

Company Overview (<https://xoriant.com/about/overview>)

Team (<https://xoriant.com/about/team>)

Values (<https://xoriant.com/about-xoriant/values>)

Contact Us (<https://xoriant.com/about-xoriant/contact-us>)

Careers (<https://xoriant.com/about-xoriant/careers>)

**TECHNOLOGY PARTNERS (<https://Xoriant.Com/Partners>)**

#### NEWS & RESOURCES ()

Blog (<https://xoriant.com/news-resources/blog>)

Brochures (<https://xoriant.com/news-resources/brochure>)

Case Studies ([https://xoriant.com/news-resources/case\\_study](https://xoriant.com/news-resources/case_study))

News & Events (<https://xoriant.com/news-events>)

Webinars & Podcasts ([https://xoriant.com/news-resources/webinar\\_and\\_podcast](https://xoriant.com/news-resources/webinar_and_podcast))

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(<http://www.xoriant.com/careersection/offers/myOfferListView.jsf?lang=en&csNo=2&portal=101430233&reqNo=17211345>)



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:673270

Date: March 11, 2022

**Mr Smith Richard Dacruz**

37, Tarkhad, Near Notre Dame School, , Vasai (W)  
Thane, Maharashtra  
India - 401201.

**Dear Smith Richard Dacruz,**

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.550,000 (Rupees Five Lakh Fifty Thousand Only)** (including Loyalty Bonus Applicable only once, on completion of 1st year from Date of joining) 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**

- **Employee + Spouse + 2 Children:** All employees are entitled to a coverage of Group Mediciam Insurance policy of an amount with maximum limit of Rs.3,00,000/- (Rupees Three Lakhs Only) from the day one with features like family floaters, maternity benefits etc. Employee can cover himself/herself and immediate family members i.e., legally wedded spouse and 2 dependent children (max. age up to 25 Yrs.) only.
- **Group Term Life Insurance:** All employees are entitled to a self-coverage of Group Term Life Insurance of an amount with maximum limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the day one.
- **Group Personal Accident Insurance:** All employees are entitled to a self-coverage of Group Personal Accident Insurance of an amount with maximum limit of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) from the day one.
- **Parental Mediciam Insurance:** In case, an employee wants to cover his/her dependent Parents or Parent-in-laws, he/she can enroll them under separate Voluntary Parents Mediciam Policy.
- **Covid Insurance:** All employees are entitled to a self-coverage of Covid Insurance of an amount with maximum limit of Rs.50,000/- (Rupees Fifty Thousand Only) in case of hospitalization or home quarantine.

Times Square 7th Floor C Wing, Smartworks Coworking Spaces, Andheri- Kurla Road, Andheri East - 400059

Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 www.xoriant.com



For more details on the above, employee can refer to the detailed Mediclaim policy available on company intranet or contact your location Facility Management Team.

**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.

Times Square 7th Floor C Wing, Smartworks Coworking Spaces, Andheri- Kurla Road, Andheri East - 400059

Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 [www.xoriant.com](http://www.xoriant.com)



### **ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

### **NO DUAL EMPLOYMENT**

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

### **NOTICE PERIOD/TERMINATION**

a. This Appointment Letter may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof ("Notice Period"). Any shortfall in the Notice Period shall be recovered from your full and final settlement. In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
- iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.

Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

a.b. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The Company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

b.c. Company may terminate your employment immediately with or without notice on the occurrence of your:

- i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- iii. Involvement in any act of moral turpitude.
- iv. At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

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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 **Smith Richard Dcruz**, 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.

**Smith Richard Dcruz**, 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](mailto:AkashS.Gaikwad@Xoriant.com).

Sincerely  
For Xoriant Solutions Pvt.Ltd

A handwritten signature in black ink, reading "Vaishali Walimbe", is written over a diagonal line. The signature is slanted upwards from left to right.

Vaishali Walimbe  
Director, Talent Acquisition

HR Signatory  
Actual Date of Joining:

Agreed & Accepted on

Smith Richard Dcruz

Agreed & Accepted on

Smith Richard Dcruz

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
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MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
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<b>C = A + B</b>	<b>35,610</b>	<b>427,310</b>
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
<b>D</b>	<b>1,891</b>	<b>22,690</b>
<b>E = C + D</b>	<b>37,501</b>	<b>450,000</b>
Loyalty Bonus*(Applicable only once, on completion of 1st year from Date of joining)		100,000
<b>CTC = E + Loyalty Bonus</b>		<b>550,000</b>

\*Note- "If you remain continuously employed by the Company and provided that you have not received any type of Disciplinary Action, the Company will pay you a bonus in an amount of Rs. **100,000**, less applicable withholdings and deductions (the "Loyalty Bonus"). The Loyalty Bonus will be paid in a lump sum, post completion of one year along with confirmation appraisal."

Sincerely

For Xoriant Solutions Pvt.Ltd



Vaishali Walimbe  
Director, Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Smith Richard Dcruz

Agreed & Accepted on  
Smith Richard Dcruz

## **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

**Smith Richard Dcruz**

**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 Network 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:Smith Richard Dcruz

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

Vaishali Walimbe  
Director, Talent Acquisition

Agreed & Accepted on

Smith Richard Dcruz

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Smith Richard Dcruz





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:673205

Date: February 23, 2022

**Mr Aadarsh Dayanand Kshirsagar**

Flat No. 103, Kusum Apartment, , In front Of Manavta Hospital, Navghar Road, Bhayandar East - 401105  
Mumbai, Maharashtra  
India - 401105.

**Dear Aadarsh Dayanand Kshirsagar,**

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.550,000 (Rupees Five Lakh Fifty Thousand Only)** (including Loyalty Bonus Applicable only once, on completion of 1st year from Date of joining) 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**

- **Employee + Spouse + 2 Children:** All employees are entitled to a coverage of Group Mediclaim Insurance policy of an amount with maximum limit of Rs.3,00,000/- (Rupees Three Lakhs Only) from the day one with features like family floaters, maternity benefits etc. Employee can cover himself/herself and immediate family members i.e., legally wedded spouse and 2 dependent children (max. age up to 25 Yrs.) only.
- **Group Term Life Insurance:** All employees are entitled to a self-coverage of Group Term Life Insurance of an amount with maximum limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the day one.
- **Group Personal Accident Insurance:** All employees are entitled to a self-coverage of Group Personal Accident Insurance of an amount with maximum limit of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) from the day one.
- **Parental Mediclaim Insurance:** In case, an employee wants to cover his/her dependent Parents or Parent-in-laws, he/she can enroll them under separate Voluntary Parents Mediclaim Policy.
- **Covid Insurance:** All employees are entitled to a self-coverage of Covid Insurance of an amount with maximum limit of Rs.50,000/- (Rupees Fifty Thousand Only) in case of hospitalization or home quarantine.

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Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 www.xoriant.com



For more details on the above, employee can refer to the detailed Medclaim policy available on company intranet or contact your location Facility Management Team.

#### **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.

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Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 [www.xoriant.com](http://www.xoriant.com)



### **ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

### **NO DUAL EMPLOYMENT**

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

### **NOTICE PERIOD/TERMINATION**

a. This Appointment Letter may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof ("Notice Period"). Any shortfall in the Notice Period shall be recovered from your full and final settlement. In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
- iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.

Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

a.b. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The Company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

b.c. Company may terminate your employment immediately with or without notice on the occurrence of your:

- i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- iii. Involvement in any act of moral turpitude.
- iv. At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

### **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 **Aadarsh Dayanand Kshirsagar**, 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.

**Aadarsh Dayanand Kshirsagar**, 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**

A handwritten signature in black ink, reading "Vaishali Walimbe", is written over a horizontal line. The signature is slanted upwards from left to right.

**Vaishali Walimbe**  
**Director, Talent Acquisition**

**HR Signatory**  
**Actual Date of Joining:**

**Agreed & Accepted on**

**Aadarsh Dayanand Kshirsagar**

**Agreed & Accepted on**

**Aadarsh Dayanand Kshirsagar**



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
<b>A</b>	<b>33,360</b>	<b>400,310</b>
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
<b>B</b>	<b>2,250</b>	<b>27,000</b>
<b>C = A + B</b>	<b>35,610</b>	<b>427,310</b>
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
<b>D</b>	<b>1,891</b>	<b>22,690</b>
<b>E = C + D</b>	<b>37,501</b>	<b>450,000</b>
<b>Loyalty Bonus*(Applicable only once, on completion of 1st year from Date of joining)</b>		<b>100,000</b>
<b>CTC = E + Loyalty Bonus</b>		<b>550,000</b>

\*Note- "If you remain continuously employed by the Company and provided that you have not received any type of Disciplinary Action, the Company will pay you a bonus in an amount of Rs. **100,000**, less applicable withholdings and deductions (the "Loyalty Bonus"). The Loyalty Bonus will be paid in a lump sum, post completion of one year along with confirmation appraisal."

Sincerely

For Xoriant Solutions Pvt.Ltd

**Vaishali Walimbe**  
Director, Talent Acquisition

Agreed & Accepted on

**Aadarsh Dayanand Kshirsagar**

**HR Signatory**

Actual Date of Joining:





## 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**

**Aadarsh Dayanand Kshirsagar**



**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:Aadarsh Dayanand Kshirsagar**

**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**

**Vaishali Walimbe**  
**Director, Talent Acquisition**

**Agreed & Accepted on**

**Aadarsh Dayanand Kshirsagar**

**HR Signatory**  
**Actual Date of Joining:**

**Agreed & Accepted on**

**Aadarsh Dayanand Kshirsagar**



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:673301

Date: March 1, 2022

**Mr Ganeshprasad Keni**

304, Utsav Chawl, Near Krupa Nagar, Gala Nagar Circle, Nala Sopara (E) ,  
Mumbai, Maharashtra  
India - 401209.

**Dear Ganeshprasad Keni,**

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.800,000 (Rupees Eight Lakh Only)** (including Loyalty Bonus Applicable only once, on completion of 1st year from Date of joining) 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**

- **Employee + Spouse + 2 Children:** All employees are entitled to a coverage of Group Mediciam Insurance policy of an amount with maximum limit of Rs.3,00,000/- (Rupees Three Lakhs Only) from the day one with features like family floaters, maternity benefits etc. Employee can cover himself/herself and immediate family members i.e., legally wedded spouse and 2 dependent children (max. age up to 25 Yrs.) only.
- **Group Term Life Insurance:** All employees are entitled to a self-coverage of Group Term Life Insurance of an amount with maximum limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the day one.
- **Group Personal Accident Insurance:** All employees are entitled to a self-coverage of Group Personal Accident Insurance of an amount with maximum limit of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) from the day one.
- **Parental Mediciam Insurance:** In case, an employee wants to cover his/her dependent Parents or Parent-in-laws, he/she can enroll them under separate Voluntary Parents Mediciam Policy.
- **Covid Insurance:** All employees are entitled to a self-coverage of Covid Insurance of an amount with maximum limit of Rs.50,000/- (Rupees Fifty Thousand Only) in case of hospitalization or home quarantine.

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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.

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Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138380 [www.xoriant.com](http://www.xoriant.com)

### **ANNUAL LEAVE/PUBLIC HOLIDAYS**

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

### **NO DUAL EMPLOYMENT**

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

### **NOTICE PERIOD/TERMINATION**

a. This Appointment Letter may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof ("Notice Period"). Any shortfall in the Notice Period shall be recovered from your full and final settlement. In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
- iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.

Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

a.b. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The Company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

b.c. Company may terminate your employment immediately with or without notice on the occurrence of your:

- i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- iii. Involvement in any act of moral turpitude.
- iv. At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

### **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, **Ganeshprasad Keni**, 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.

**Ganeshprasad Keni**, 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](mailto:AkashS.Gaikwad@Xoriant.com).

Sincerely  
For Xoriant Solutions Pvt.Ltd

A handwritten signature in black ink, reading "Vaishali Walimbe", is written over a diagonal line. The signature is slanted upwards from left to right.

Vaishali Walimbe  
Director, Talent Acquisition

HR Signatory  
Actual Date of Joining:

Agreed & Accepted on

Ganeshprasad Keni

Agreed & Accepted on

Ganeshprasad Keni



Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	16,250	195,000
HOUSE RENT ALLOWANCE	8,125	97,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	19,594	235,125
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
FLEXI PLAN	0	0
<b>A</b>	<b>48,186</b>	<b>578,225</b>
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	2,000	24,000
<b>B</b>	<b>3,250</b>	<b>39,000</b>
<b>C = A + B</b>	<b>51,436</b>	<b>617,225</b>
PROVIDENT FUND	1,950	23,400
GRATUITY	781	9,375
<b>D</b>	<b>2,731</b>	<b>32,775</b>
<b>E = C + D</b>	<b>54,167</b>	<b>650,000</b>
Loyalty Bonus*(Applicable only once, on completion of 1st year from Date of joining)		150,000
<b>CT C = E + Loyalty Bonus</b>		<b>800,000</b>

\*Note- "If you remain continuously employed by the Company and provided that you have not received any type of Disciplinary Action, the Company will pay you a bonus in an amount of Rs. **150,000**, less applicable withholdings and deductions (the "Loyalty Bonus"). The Loyalty Bonus will be paid in a lump sum, post completion of one year along with confirmation appraisal."

Sincerely

For Xoriant Solutions Pvt.Ltd



Vaishali Walimbe  
Director, Talent Acquisition

HR Signatory  
Actual Date of Joining:

Agreed & Accepted on

Ganeshprasad Keni

Agreed & Accepted on  
Ganeshprasad Keni

## **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**

**Ganeshprasad Keni**

**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 monitory or otherwise, unless and until the Company specifically agrees in writing ,herein after.

Name:Ganeshprasad Keni

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

Vaishali Walimbe  
Director, Talent Acquisition

Agreed & Accepted on

Ganeshprasad Keni

HR Signatory  
Actual Date of Joining:

Agreed & Accepted on

Ganeshprasad Keni

KNP/HR/Offer./27534  
11-May-2022

Mr. Smeet Ashwin Darji  
S/O: Ashwin Darji  
Room No. 5, Mukun Niwas Chawl,  
Orlem Tank Road, Malad (W),  
Mumbai 400064

**Sub: Offer as Graduate Engineering Trainee**

Dear Mr. Smeet Ashwin Darji,

We are pleased to inform you that you have been selected for the above position in Supply Chain function of our Organization. You will be placed at Mumbai - HO location. You will be on probation for a period of 12 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 01-Jun-2022 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**



Pankhuri Seth  
Chief Manager - Human Resource

Smeet Ashwin Darji

<b>Annexure</b>			
Name	Smeet Ashwin Darji	Grade	E03
Designation	Graduate Engineering Trainee	Location	Mumbai - HO
DOB	09-Oct-2000	Qualification	B.E/B.Tech - Other Engineering
Experience	Nil	Past Organization	
Basic Salary			15,000
House Rent Allowance			5,400
Amenities Allowance			6,897
Conveyance Allowance			2,200
Medical Reimbursement			1,000
Monthly Incentive (Bonus)			2,700
<b>Total Monthly</b>			<b>33,197</b>
<b>Total Annual</b>			<b>3,98,364</b>
<b>B. Annual Payments</b>			
Leave Travel Allowance			4,900
Provident Fund 12%			21,600
Gratuity (4.81% of Basic)			8,658
Superannuation (15% of Basic)			27,000
<b>Gross Per Annum</b>			<b>4,60,522</b>
<b>C. Variable Pay</b>			
Performance Linked Incentive (PLI) 14.00%			64473.00
<b>Grand Total - Cost to Company (CTC) (A+B+C)</b>			<b>5,24,995</b>

**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 3,00,000 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 ".



Pankhuri Seth  
 Chief Manager - Human Resource

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



KNP/HR/Offer./27303  
01-Mar-2022

Mr. Omkar Ratnakar Jalgaonkar  
S/O: Ratnakar Jalgaonkar  
B-6, Gokul Dahisar CHS, B.S.Parab Marg,  
Kandar Pada, Dahisar West, Mumbai - 400068

**Sub: Offer as Graduate Engineering Trainee**

Dear Mr. Omkar Ratnakar Jalgaonkar,

We are pleased to inform you that you have been selected for the above position in IT / SAP Support function of our Organization. You will be placed at Mumbai - HO location. You will be on probation for a period of 12 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 01-Jun-2022 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**



Sudhir Pralhad Rane  
Sr. Vice President - HR and International Operations



Omkar Ratnakar Jalgaonkar

<b>Annexure</b>			
Name	Omkar Ratnakar Jalgaonkar	Grade	E03
Designation	Graduate Engineering Trainee	Location	Mumbai - HO
DOB	25-May-1993	Qualification	B.E/B.Tech - Other Engineering
Experience	Nil	Past Organization	
Basic Salary			15,000
House Rent Allowance			5,400
Amenities Allowance			6,897
Conveyance Allowance			2,200
Medical Reimbursement			1,000
Monthly Incentive (Bonus)			2,700
<b>Total Monthly</b>			<b>33,197</b>
<b>Total Annual</b>			<b>3,98,364</b>
<b>B. Annual Payments</b>			
Leave Travel Allowance			4,900
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Gratuity (4.81% of Basic)			8,658
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<b>Gross Per Annum</b>			<b>4,60,522</b>
<b>C. Variable Pay</b>			
Performance Linked Incentive (PLI) 14.00%			64473.00
<b>Grand Total - Cost to Company (CTC) (A+B+C)</b>			<b>5,24,995</b>

**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 ".



Sudhir Pralhad Rane  
Sr. Vice President - HR and International Operations

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: <b>HDFC BANK LTD (Borivali-West), OMKAR RATNAKAR-JaBhonkar</b> Account No. : <b>50100207666275</b> IFSC Code : <b>HDFC0000410</b> Name of Bank: <b>HDFC BANK</b> Branch : <b>Borivali-west</b> (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

Ratnakar

**Mr. PIERRE COLACO**

### Offer letter

Dear Pierre,

With reference to your application and the subsequent interview you had with us, we confirm our intent to offer you in **Ugam Solutions Pvt. Ltd.** at our **Goregaon** office on the following terms:

**Salary:** Your step model offer is given below

<b>Starting Salary</b>	400,000
<b>Retention on completion of 1 year</b>	100,000
<b>Salary - 2nd Year</b>	500,000
<b>Total 2year salary</b>	<b>1,000,000</b>

\*On Completion of 2 years

The detailed break-up of your first year's compensation is specified in Annexure I.

**Joining date:** As discussed and agreed, you will join not later than **02-Jun-2022**.

**Training 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 **02-Jun-2022**. 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

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(Declaration)

I, **PIERRE COLACO**, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions SEZ 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: \_\_\_\_\_

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**(For Official use only)**

Comments by Authorized Human Capital Management representative

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Name and Signature

Ugam Solutions SEZ Pvt. Ltd.		
Name	PIERRE COLACO	
Designation	Associate Software Engineer	
With effect from	02-Jun-2022	
Annexure I: Salary Structure (in ₹)		
Salary Heads	Per Month	Per Annum
<b>Fixed Components (FC)</b>	<b>26,523</b>	<b>318,273</b>
Basic Salary	16,167	194,000
HRA	8,083	97,000
Special Allowance	2,273	27,273
<b>Bonus (B) +</b>	<b>3,233</b>	<b>38,800</b>
<b>Gross Salary (G)</b>	<b>29,756</b>	<b>357,073</b>
<b>Retirals &amp; Mediclaim (RM)</b>	<b>1,800</b>	<b>42,927</b>
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	9,327
Mediclaim Premium +++	-	12,000
<b>Total Compensation (G + RM)</b>	<b>31,556</b>	<b>400,000</b>
<b>Take Home Before Tax (G - PF)</b>	<b>27,956</b>	<b>335,473</b>
+++ Insurances		
1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents		
2. Group Personal Accidental death coverage of ₹ 20 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		
₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution		



# Welcome to Jio

A step towards building the future



## Ushering in a digital revolution Creating Magical lifestyles

Jio

Dear Asiayal Rodrigues,

We are delighted to welcome you to the Jio Family.

Jio has undertaken the mission to change the future of Digital India. It gives us immense pleasure to have you join us on this exciting journey towards delivering Jio Digital Life!

As the first step, please go through your offer cum appointment letter and accept it by logging in to Jio Careers using your registered Email ID and password.

After accepting the offer:

1. Complete your medical examination and upload the medical form and reports on Jio Careers
2. Update your profile and upload supporting documents on Jio Careers
3. Go through Discover Jio program available on Jio Careers to familiarize yourself with the organization

Please complete the above in a timely manner to ensure a smooth and seamless joining experience. For any queries, please feel free to reach out to Shubhangi Shirasat at [SHUBHANGI.SHIRASAT@RIL.COM](mailto:SHUBHANGI.SHIRASAT@RIL.COM).

Jio offers a world of opportunities and unlimited growth options. At Jio, you can reach the peak of your career if you have the enthusiasm to build your own growth path.

We are sure that you will prove to be a great asset for Jio.

Wish you good luck and a successful career at Jio!

With love, from Jio



# Jio Values

The blueprint of our success



Dear Asiayal Rodrigues,

Here at Jio, everything we do is defined by our values. As a new addition to our family, we would like you to familiarize yourself with them before you join us.

Our values:



**OWNERSHIP MINDSET**

We will conduct ourselves to ensure highest standards of corporate citizenship



**CUSTOMER VALUE**

Everything that we do must delight our customer



**ONE TEAM**

We collaborate seamlessly, seeking and offering help as "One Team, One Vision"



**RESPECT**

We will express ourselves honestly but without disrespecting the sentiments of others



**INTEGRITY**

We follow the highest ethical standards to earn the trust of others



**EXCELLENCE**

We will not create, express or pass on anything that is mediocre

With love, from Jio



Dear Asiayal Rodrigues,

As a member of Jio Family, you enjoy certain benefits that have been designed to make your life at Jio beautiful and comfortable.

The Benefits include:



Company paid connection to support your digital life at Jio



Special Leaves and financial support to make your wedding memorable



Leaves for maternity, paternity and child adoption



Stay healthy and safe with periodic medical checkup and Health insurance



Paid time off for you to recharge yourself

And much more....

These benefits are subject to revision as per company policy. You may visit the Employee Self Service (ESS) portal after joining for further details on individual benefit.

With love, from Jio



# OFFER CUM APPOINTMENT LETTER

**Asiayal Rodrigues**

B/205 NATVARDHAM C.H.S,MARVE ROAD,KHARODI  
VILLAGE,MALAD WEST,  
KHARODI VILLAGE,MALAD WEST , Mumbai,  
Mumbai, Maharashtra - 400095

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**6031/69819539/15729860/050722/1241**

Date : 5 July 2022

Asiyal Rodrigues

Date: 5 Jul 2022

6031/69819539/15729860/050722/1241

Dear Asiyal Rodrigues,

This is with reference to your application and subsequent test / interview you had with us, we are pleased to offer you employment in the **Manager Family** as **Assistant Manager** in the Job Role **Graduate Engineer Trainee** on the following terms and conditions:

## 01. PLACE OF POSTING

Your initial posting will be at **Mumbai RCP**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

You will join us as soon as possible but not later than **15 July 2022**.

## 02. COMPENSATION

**Cost to Company: ₹ 6,00,001/- (₹ SIX LAKH ONE only) per annum.**

CTC is the indicative cost to the company that includes following three major components:

**A. Fixed Pay: ₹ 4,91,482/- (₹ FOUR LAKH NINETY ONE THOUSAND FOUR HUNDRED EIGHTY TWO only ) per annum.**

This includes Basic Salary and other allowances, benefits, perquisites etc as per the compensation policy of the company.

**B. Retirals : ₹ 30,258/- (₹ THIRTY THOUSAND TWO HUNDRED FIFTY EIGHT only ) per annum**

This includes Provident Fund, Gratuity/Ex-gratia and Bonus as per applicable rules.

**C. Performance Linked Incentive (PLI): ₹ 78,261/- (₹ SEVENTY EIGHT THOUSAND TWO HUNDRED SIXTY ONE only ) per annum**

(This is the maximum payout at Performance Level Significantly Exceeds Expectations).

PLI is a performance linked incentive and is the variable component of the compensation. This will be determined on the basis of your individual performance, your business unit performance, and overall Reliance performance as determined by the Central Apex Committee. PLI is payable subject to the employee being on the rolls of the company and not serving notice period on the date of disbursement, notwithstanding any delay on the announcement of such disbursement. If any other functionally relevant plan (Such as 'Sale Incentive Plan') is made applicable, the framework of such plan will be applicable instead of PLI.

In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company. **The available CTC components along with limits have been detailed in Annexure 1B.** Please note that the components within each category of payments are discretionary and the Company has the right to change these components any time without notice.

Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

Asiyal Rodrigues

6031/69819539/15729860/050722/1241

### 03. PROVIDENT FUND SCHEME:

You will become a member of the Provident Fund Scheme, as per the rules in force from time to time. The Company's contribution (including contribution to Central Government Pension Scheme) under this scheme is 12% of your Basic Salary plus personal special allowance (if applicable) with a matching compulsory contribution from you. You will be required to submit necessary enrolment/transfer forms to the HR Department immediately upon joining.

Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.


Please review, acknowledge and accept the offer cum appointment letter with annexures including **"Terms & Conditions of Employment"** at Annexure II. These employment terms will be effective from the date of your joining the company and sets forth the terms and conditions under which Company would employ you and your acceptance of the offer of employment would be on these terms and conditions of employment.

This offer cum appointment letter shall automatically stand withdrawn, in case we do not receive your acknowledgement and acceptance within **ten days** from issue of this letter.

Your joining is subject to your timely accepting the offer cum appointment letter, verification of your pre-boarding documents as per Annexure II and you being declared medically fit by authorized Medical Officer. We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,

For Jio Platforms Limited.



AUTHORISED SIGNATORY

#### 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.

I shall report for duty on \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Asiyal Rodrigues

6031/69819539/15729860/050722/1241

ANNEXURE 1-A- Compensation Break-up			
Name : Asiyal Rodrigues			
Components		Amount in ₹	
		Monthly	Annually
<b>A. Fixed Pay</b>			
1.	Basic Salary	15,000	1,80,000
2.	Personal Special Allowance	0	0
3.	Residual Choice Pay	15,528	1,86,331
4.	Medical Insurance Premium (For self spouse 3 dependent children and dependent parents )	2,794	33,528
5.	Group Personal Accident Insurance Premium	57	679
6.	Group Term Life Insurance Premium	79	944
7.	House Rent Allowance	7,500	90,000
<b>Total - Fixed Pay [ A ]</b>		<b>40,958</b>	<b>4,91,482</b>
<b>B. Retirals and Bonus</b>			
1.	PF - Employer's Contribution (12% of [Basic Salary + PSA])	1,800	21,600
2.	Gratuity / Ex-gratia (4.81% of Basic Salary)	722	8,658
3.	Bonus (As per Act)	0	0
<b>Total - Retirals and Bonus [ B ]</b>		<b>2,522</b>	<b>30,258</b>
<b>C. Performance Linked Incentive (PLI)</b>		<b>6,522</b>	<b>78,261</b>
<b>Total CTC [Fixed Pay + Retirals and Bonus + PLI ]</b>		<b>50,002</b>	<b>6,00,001</b>

1. The income tax calculation is provisional and is based on the current Income Tax Rules. Any change in the Rules will impact the Income Tax projections.
2. The insurance premium and coverage amount are subject to revision based on the company policy.
3. For computing Provident Fund Contribution, Basic Salary and other statutorily applicable allowances will be considered. Therefore, the actual provident fund contribution may vary from the illustration in Annexure 1-A.
4. Employees covered under ESIC will not be covered under GHI, GPA and GTLI.
5. PLI is computed based on a combination of individual performance, business / functional performance of the area the employee is assigned to and (or) working for, and company performance. If any other functionally relevant plan (Such as 'Sale Incentive Plan') is made applicable, the framework of such plan will be applicable instead of PLI.

Asiayal Rodrigues

6031/69819539/15729860/050722/1241

## Annexure I-B Components of Compensation

The Company follows a Cost to the Company (CTC) structure that reflects the total cost of an employee to the organization and includes all direct & indirect payments including benefits, perquisites and subsidies. It is so designed to provide you flexibility to structure your compensation package. However, the components within each category of payments are discretionary and the company has right to change these components any time without notice.

The main components under Cost to Company Structure are:

### A. Fixed Pay

#### A1. Basic Salary :

This is the base pay component of the fixed pay and is the reference salary for Provident Fund and Gratuity/Ex-gratia contribution. (Please refer **Point B Retirals** below.)

#### A2. Personal Special Allowance :

Personal special allowance is a fixed pay component and is part of the reference salary for provident fund contribution

#### A3. Residual Choice Pay (RCP) :

Residual Choice Pay is a fully taxable component. After joining, you may choose to distribute residual choice pay among various choice pay components as per your needs. Amount chosen under choice pay components will be reduced from residual choice pay.

You must choose the amount to be claimed under each choice pay component at the beginning of the financial year or within 7 days of joining the Company. Residual Choice Pay components like Fuel & Maintenance, and LTA are reimbursed based on the actual bills/supporting documents submitted. All bills / supporting documents must be provided by 15 January for the financial year. In case the actual bills fall short of the amount chosen, balance amount will be paid as taxable allowance.

The choice pay components offered by the company are mentioned below. These can change at any time in line with government regulations and company policy. Please visit policy section on Employee Self Services (ESS) portal for more details.

1. Conveyance Allowance
2. Children's Education Allowance
3. Children's Hostel Allowance
4. Leave Travel Assistance
5. Company Leased Vehicle
6. Fuel & Vehicle Maintenance Reimbursements
7. Sodexo / Accor Food Card
8. Gift Coupons

Asiayal Rodrigues

6031/69819539/15729860/050722/1241

**A4. Group Hospitalization Insurance (GHI)**

GHI provides risk coverage to you and your family members (spouse, dependent children and parents) in event of hospitalization. The coverage and mandatory debits in respect of the same are as follows:

#	Parameter	Description
1	Definition of Family	Self, Spouse, First 3 dependent children up to age of 25 years, 2 dependent parents
2	Floater Coverage (In Lacs)	₹ 5 Lacs
<b>Insurance for family</b>		
1	Family Insurance premium per annum	₹ 33,528
2	Self (insurance premium ₹ per annum)	Included in Family
3	Spouse (insurance premium ₹ per annum)	Included in Family
4	Children (First 3 up to the age of 25 years) (Insurance premium ₹ per child per annum)	Included in Family
5	Insurance Top up Type	Optional
6	Top-up coverage for family (In Lacs)	₹ 5 Lacs
7	Top-up Premium for family (₹ per annum)	₹ 13,841
<b>Insurance for Dependent Parents</b>		
1	Floater Coverage (In ₹ Lacs)	Included in Family
2	Insurance Premium for both parents (₹ per annum)	Included in Family
3	Top-up Coverage (In Lacs)	Included in Family
4	Top-up Premium for both parents (₹ per annum)	Included in Family
<b>Eligibility</b>		
1	Hospital Room	Up to Non-deluxe AC Single Room
<b>Additional Benefits</b>		
Not Applicable		

You need to visit Employee Self Service (ESS) portal post joining to declare your dependents for coverage under Group Hospitalization Insurance.

The insurance premium and coverage amount are subject to revision as per Company Policy.



Asiayal Rodrigues

6031/69819539/15729860/050722/1241

#### A5. Group Personal Accident Insurance

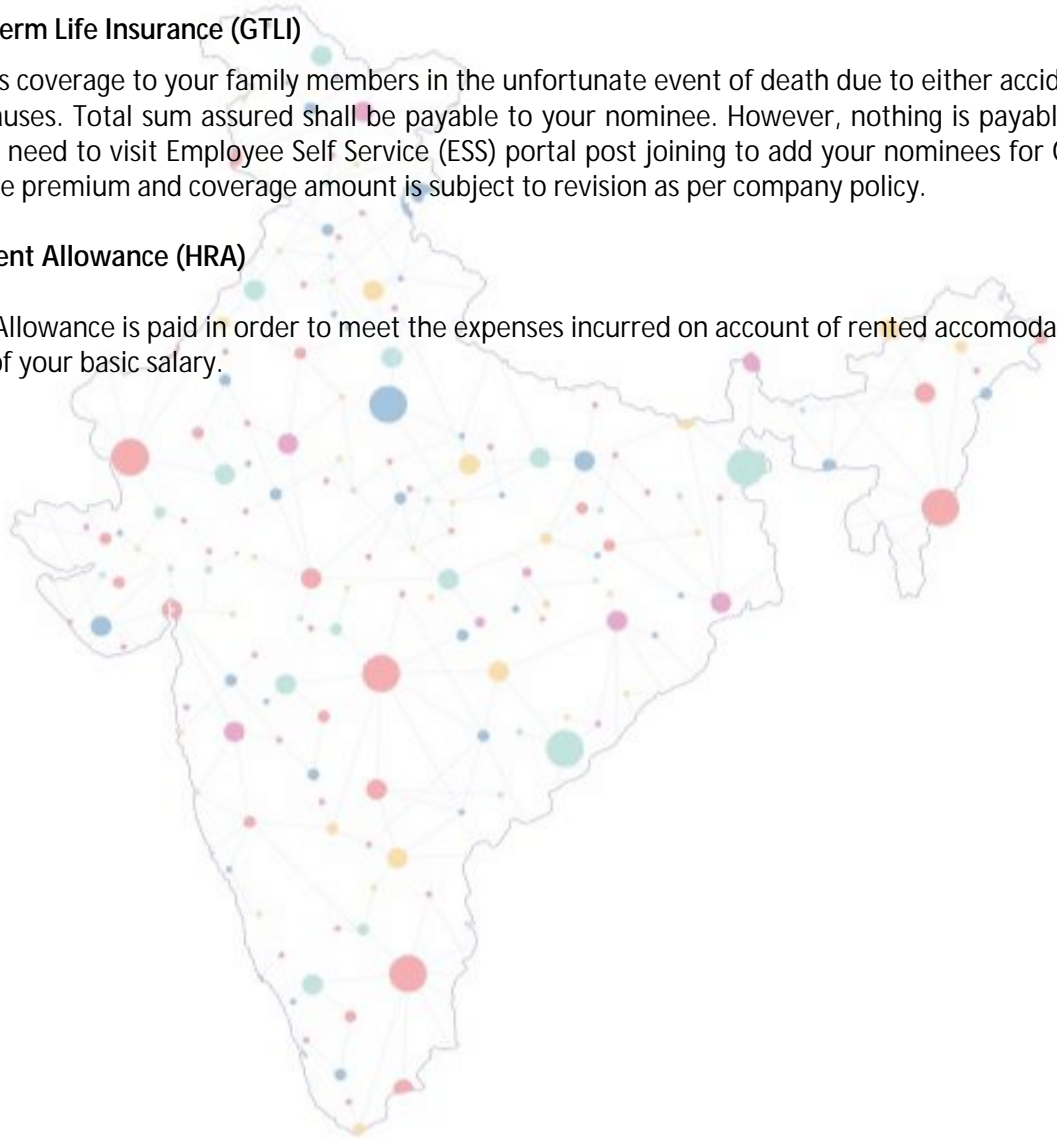
Group Personal Accident Insurance Benefit provides you risk coverage in case of any accidents occurring while working or outside of work resulting in partial or total disablement or casualty. Please visit Employee Self Service (ESS) portal post joining to add your nominees for GPAI. The insurance premium and coverage amount are subject to revision as per Company Policy.

#### A6. Group Term Life Insurance (GTLI)

GTLI provides coverage to your family members in the unfortunate event of death due to either accidents or natural causes. Total sum assured shall be payable to your nominee. However, nothing is payable on survival. You need to visit Employee Self Service (ESS) portal post joining to add your nominees for GTLI. The Insurance premium and coverage amount is subject to revision as per company policy.

#### A7. House Rent Allowance (HRA)

House Rent Allowance is paid in order to meet the expenses incurred on account of rented accommodation. HRA is 50% of your basic salary.



Asiayal Rodrigues

6031/69819539/15729860/050722/1241

## B. Retirals

### B1. Provident Fund

Employer contribution to the Provident Fund @ 12% of Basic Salary plus personal special allowance (if applicable).

The Company deducts 12% of your Basic Salary plus personal special allowance (if applicable) and makes an equal contribution, as per PF rules applicable currently. Both are remitted on a monthly basis to the company's PF Trust / RPF. A part of the company's PF contribution is deposited to your PF Pension Fund / RPF, to provide you with pension on retirement or after completing a specified period of service.

### B2. Gratuity/Ex-gratia

Employer contribution to the Company's Gratuity Fund @ 4.81% of Basic Salary.

1. All Employees who have completed 5 years of continuous service with the Company are eligible to get gratuity on separation from the company. However, eligibility for contribution to the Gratuity Trust / Fund commences from the first day of employment.
2. In the event of separation before 5 years of continuous service, ex-gratia will be paid to the tune of gratuity accumulated and will be subject to prevailing Income Tax Rules, except in case of separation arising out of disciplinary grounds.
3. In the case of death, the minimum service requirement does not apply.
4. Gratuity is calculated as Last Drawn Basic Salary / 26 days x 15 days x number of completed years of service.
5. For calculating Gratuity, periods of service of 6 months or more will be considered as equivalent to one year and less than 6 months will not be counted.
6. Income Tax on Gratuity will be applicable as per Income Tax Rules.

### B3. Bonus

Bonus is payable as per Bonus Act.

## C. Performance Linked Incentive (PLI):

PLI is computed based on a combination of individual performance, business / functional performance of the area the employee is assigned to and (or) working for, and company performance. If any other functionally relevant plan (Such as 'Sale Incentive Plan') is made applicable, the framework of such plan will be applicable instead of PLI.

PLI / functional incentive will be payable provided the employee is on the rolls of the Company & not serving notice period, on the date of disbursement, notwithstanding any delay on the announcement of such disbursement. PLI / functional incentive will be subject to tax.

**Note:** All tax exemptions, where applicable, will be as per the prevailing tax rules and laws

## Annexure - II - TERMS AND CONDITIONS OF EMPLOYMENT

1. **MEDICAL FITNESS & VERIFICATION OF PARTICULARS:**

Your appointment is subject to:

- a. **Medical Fitness:** You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.
- b. **Verification of Particulars:** In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. **TRANSFER:**

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary/ affiliate of our client/ associate. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

3. **REPRESENTATIONS AND WARRANTIES:**

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder;
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein;
- c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions;
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith
- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants;
- f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

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- g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and
- h. The terms, covenants, and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

#### 4. DUTIES AND RESPONSIBILITIES:

- a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company and its clients.

You are required to engage yourself exclusively in the work assigned by the company and its client and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

- b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by the client or any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

- c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company or its clients. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

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e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the client, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company and its clients. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its client or subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights:** You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning,

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transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

- i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- k. **Authorizations for activities:** You will 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 or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

- l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer, client or member of the investment community or media or in any communication.

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- m. Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.
- n. Model Release :** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.
- o. Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

## 5. TERMINATION OF EMPLOYMENT:

- a. Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
- b. Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.
- c. Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

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- d. Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
- i. Return to work within 8 days from the commencement of such absence, and
  - ii. Give an explanation to the satisfaction of the Management regarding such absence
- e. Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.
- f. Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving 60 Days notice in writing or payment of pro rata 60 Days Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving 60 Days notice in writing or by payment of pro rata 60 Days Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 60 Days, without any pay in lieu of the notice period.
- g. Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- h. Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- i. Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or other wise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of our client or any of its Group Companies.
- j. Recovery of Payments:** In the event of separation (excluding death), you shall be required to refund to the Company, a part of Relocation Expenses amount reimbursed; in case you leave the company within 1 year from the date of disbursement of amount, you shall refund the entire relocation expenses reimbursed to you.

## 6. GENERAL:

- a. Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be



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borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

- b. Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company and our client publish from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.
- c. Media Interaction:** You will not interact with the media - electronic, print or otherwise in
- i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.
  - ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.
  - iii. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.
  - iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company or its client's business, policies and processes, you should take the approval of the Management prior to its release.
  - v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.
- d. Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Navi Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Navi Mumbai.
- e. Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

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- f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.
- i. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- j. **Travel:** You shall make your own transport arrangements to and fro from the place of work.
- k. **Documentation:** Please submit the following documents, if not submitted earlier:
- Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
  - Three copies of your recent passport size photographs with blue background.
  - Relieving letter & salary certificate from your last employer in case you are/were employed.
  - Copy of Aadhar Card / Passport / Voter ID / License / any other document for photo identity and PAN card.
  - Copy of any Government Bill / Telephone Bill / Electricity Bill / Gas Bill / Bank Account Statement / Ration Card / Aadhar Card / Passport/ any other document as proof of your residence.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

**Employee Name: Asiyal Rodrigues**

**Signature**

**Date:**



Dear Kaushil Parekh,

We are delighted to welcome you to the Jio Family.

Jio has undertaken the mission to change the future of Digital India. It gives us immense pleasure to have you join us on this exciting journey towards delivering Jio Digital Life!

As the first step, please go through your offer cum appointment letter and accept it by logging in to Jio Careers using your registered Email ID and password.

After accepting the offer:

1. Complete your medical examination and upload the medical form and reports on Jio Careers
2. Update your profile and upload supporting documents on Jio Careers
3. Go through Discover Jio program available on Jio Careers to familiarize yourself with the organization

Please complete the above in a timely manner to ensure a smooth and seamless joining experience. For any queries, please feel free to reach out to Shubhangi Shirasat at SHUBHANGI.SHIRASAT@RIL.COM.

Jio offers a world of opportunities and unlimited growth options. At Jio, you can reach the peak of your career if you have the enthusiasm to build your own growth path.

We are sure that you will prove to be a great asset for Jio.

Wish you good luck and a successful career at Jio!

With love, from Jio

## OFFER LETTER

Date: 16th June 2022

### TANVI PHANSEKAR

**Sub:** Your appointment as a **Quality Engineer** (“Offer Letter”)

Dear TANVI,

We, **Zeus Systems Private Limited** (“Company”), are pleased to offer you employment on the terms and conditions set out in this Offer Letter. Your employment will commence with the Company, effective from **20<sup>th</sup> June 2022** (“Effective Date”).

### ***Roles and Functions***

You shall be appointed for the designation of **Quality Engineer** and you will report to the reporting manager as intimated to you. You will perform all duties and responsibilities subject to the terms of this Offer Letter and the Appointment Letter to be entered into between yourself and the Company prior to your joining. You may be asked to perform other duties which may be assigned from time to time, based on the needs of the Company and your skills, at the Company’s sole discretion.

### ***Remuneration and Variable Pay***

The Company shall pay you, in consideration of the proper performance and discharge by you of your duties and obligations, remuneration and perquisites set out herein. The Company shall pay you a fixed salary of **INR 480,000/- (Rupees four lacs eighty only)** per annum. A detailed break up of your annual compensation including the benefits or perquisites that you shall receive from the Company, has been enumerated under **SCHEDULE 1**.

Variable bonus and increment shall be given annually at the sole discretion of the management of the Company. The increment amount will be evaluated on performance standards of the Company and feedback from the reporting manager. Other broad terms and conditions shall be contained in the Appointment Letter which would be binding on you.

### ***Probationary Period***

Your employment shall be subject to an initial probationary period of 3 (Three) month (“**Probationary Period**”). The Company may at its sole discretion extend or reduce this Probationary Period.

### ***Location***

Your employment will initially be based at the Company's main office located at 1402, Tower B, Peninsula Business Park, Ganaptrao Kadam Marg, Lower Parel, Mumbai, Maharashtra-400013, although you may be required to perform your duties and travel at other locations from time to time as per the requirements of Company. In the event of secondment at a location other than the Company's main office, no additional remuneration and/ or perquisites shall be payable by the Company except as stated under Clause of Remuneration and Variable Pay and **SCHEDULE 1** of this Offer Letter.

### ***Hours of Work and Leaves***

Your official working days will be from Monday to Friday, and you shall be expected to work for a period of 8 (eight) hours in a day, exclusive of permitted breaks in a day. The Employee shall abide by the leave policies as enumerated under the Leave Policy of the Company including any modifications or amendments thereof.

### ***Non-Compete and Non-Solicit***

The Employee understands and agrees to abide by all the non-compete and non-solicit obligations as detailed in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Confidentiality***

The Employee understands that during the term of this Offer Letter and in performance of his job duties for the Company, the Employee will be exposed to Company's and its client's information which is confidential in nature. The Employee understands that such confidential information is critical to the Company. The Employee shall abide by all his obligations to maintain the confidentiality and security of such information as enumerated in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Termination***

This Offer Letter may be terminated by either the Company or the Employee without assigning any reason by giving 15 days prior written notice to the other party.

### ***Covenants and Warranties***

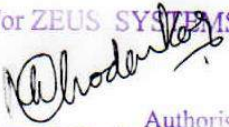

- a) During your employment with the Company, you shall observe and comply with all applicable rules, regulations and policies of the Company, in force for the time being and from time to time.
- b) Prior to onboarding the Company, you shall furnish the following documents at the first day of your joining the Company:
  - Copy of certificates/ mark sheets in support of your qualifications and other certificates, if any;
  - Copy of relieving letter/ last drawn salary slip from your previous employers;
  - Copy of government identities; and

Zeus Systems Private Limited  
Unit No. 1402, 14<sup>th</sup> floor, Tower B, Peninsula Business Park, Ganaptrao Kadam Marg, Lower Parel, Mumbai 400 013.  
Phone/Fax : +91.22. 666 666 26  
E-mail: [contact@zeuslearning.com](mailto:contact@zeuslearning.com) URL: [www.zeuslearning.com](http://www.zeuslearning.com)

- 5 latest passport size photographs.
- c) Other detailed terms and conditions of your appointment with the Company shall be as enumerated under the Appointment Letter and shall, inter alia, contain the below mentioned provisions: (i) Your duties towards the Company, (ii) Business Protection Agreement; and (iii) termination.

You are requested to indicate your acceptance of the terms contained herein by signing/ executing and returning a copy to the Company.

Sincerely yours,  
For and on behalf of **Zeus Systems Private Limited**  
**For Zeus Learning,**

For ZEUS SYSTEMS PVT. LTD.  
  
  
**Minal Chodankar**  
**Director-Admin**

I have received a copy of this Offer Letter and have read and understood the above terms and conditions of employment and the implication thereof I hereby accept the aforesaid terms and conditions and agree to abide by the same.

-----  
**TANVI PHANSEKAR**  
**16th June 2022**

### SCHEDULE 1


The Breakup of your compensation is as follows:

Components of Salary	(Figures in INR/ per annum)
Basic	145,776.00
HRA	87,468.00
Conveyance Allowance	19,200.00
Special Allowance	171,108.00
Company PF Contribution	19,524.00
<b>Total</b>	<b>443,076.00</b>
Annual Discretionary Bonus	36,924.00
<b>Gross Annual Compensation</b>	<b>480,000.00</b>

In addition to the above, you (and your dependents) shall also be covered under the Group Medical Insurance Policy of the Company. The policy is up to an annual limit of Rs. 5,00,000/- (Rupees Five Lakhs only) subject to the terms and conditions of the insurance provider.

For and on behalf of **Zeus Systems Private Limited**  
For Zeus Learning,

For ZEUS SYSTEMS PVT. LTD.



Authorised Signatory

**Minal Chodankar**  
Director-Admin  
16th June 2022



NAME	Shubham Nar	
SALARY CARD for Mumbai		Grade S-1
PARTICULARS	Monthly	Annual
<b>MONTHLY :</b>		
Basic	15000	180000
Flexi pay 1	18180	218160
Flexi pay 2	10	120
Additional Allowance	10	120
Medical Insurance Premium (Company Contribution)	1708	20493
Medical Insurance Premium (Employee Contribution) #	-875	-10500
<b>SUB-TOTAL(1)</b>	<b>34033</b>	<b>408393</b>
<b>ANNUAL :</b>		
LTA		16000
Performanc Linked Reward (PLR) Upto*		5000
<b>SUB-TOTAL(2)</b>		<b>21000</b>
<b>RETIREMENT BENEFITS :</b>		
Provident Fund (Company Contribution)	1800	21600
Gratuity	721	8655
<b>SUB-TOTAL(3)</b>	<b>2521</b>	<b>30255</b>
<b>GRAND-TOTAL (1+2+3)</b>	<b>36554</b>	<b>459648</b>

Employees will required to allocate their flexi pay amongst compensation heads that are eligible for Income Tax exemptions viz House Rent Allowance, Education Allowance, and Conveyance as per Income Tax rules on L&T's Shared Services Centre (SSC) portal.

\* PLR depends upon performance of the Individual, Department & Company. The quantum (subject to minimum acceptable performance) will be paid proportionate to period served in the financial year under review. If an individual serves less than three months in the financial year under review, the review and the payment will be made in the subsequent reward cycle. PLR due on future dates, shall be forfeited for employees who resign and/or are serving notice period on or before the date of payment.

#  
Contributory Special Medical Insurance - Present Recovery of Rs.10,500/- p.a. from the employee towards Medical (Hospitalisation Rs.4.5 Lakhs p.a.) for - Employee + Any 3 dependents (Spouse, first 2 Dependent living children up to 25 yrs. of age & Dependent parents i.e. mother & Father up to age of 90 yrs.). It means any 4 persons including Employee can avail the Mediclaim facility within one policy period.

Present Recovery of Rs.9984/- p.a. from the employee towards GTLI - Rs. 50 Lakhs.  
Addnl GTLI - Rs. 10 Lakh coverage by Company; No recovery from employee  
GPA - 25 Lakh coverage by Company; No recovery from employee

Employees are also covered under the Contributory Group Term Life Insurance (GTLI) and Contributory Special Medical Insurance from the joining date. The premium for which is subject to review on an annual basis.

Please note that the above CTC is subject to your submission of all original certificates pertaining to your education & work experiences as declared in the Employment Application Form

**Imp Note :** In case there is any change in the compensation structure upon implementation of the Wage Code, the above CTC will be restructured without any additional cost implications to the Company.

I ACCEPT / DECLINE THE CTC OFFERED.

Name : \_\_\_\_\_  
Signature : \_\_\_\_\_





Ayush Mattoo

Date: 5/19/2022

**Subject: Letter of Offer**

Dear Ayush,

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.

Apart from your total compensation you are entitled for a onetime 'Relocation Allowance' of **INR 50,000/-** [Including Movers & Packers, Travel Conveyance and one-month brokerage amount – (if any)] On Actuals. 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 Relocation Allowance will be recovered as a part of your Full & Final Settlement.

You are entitled for a onetime 'Joining Bonus' of **INR 50,000.00** /- 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 Joining Bonus will be recovered as a part of your Full & Final Settlement.

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 6/20/2022.
- 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

A handwritten signature in black ink, appearing to be 'Ayush Mattoo', is written over the bottom right portion of the letter.

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		Ayush Mattoo	
Designation		Associate Software Engineer - Engg	
Department		Tech - Engg - IND	
DOJ		6/20/2022	
Contact Details		9682195249	
<b>Salary Breakup</b>			
Annual CTC		INR 500,000	
<b>Salary Breakup</b>			
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
<b>Flexible Components</b>			
1	Food Coupon (i)	0	0
<b>Gross Earnings (A)</b>		<b>34,200</b>	<b>410,400</b>
1	Employer's PF cont. (ii)	1,800	21,600
2	Statutory Bonus	1,500	18,000
<b>CTC (B)</b>		<b>37,500</b>	<b>450,000</b>
<b>Deductions</b>			
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	
<b>Gross Deductions (C)</b>		<b>2,000</b>	<b>24,100</b>
<b>Net Payable (B - C) - (i + ii)</b>		<b>33,700</b>	<b>404,300</b>
<b>Benefits</b>			
1	Medical Insurance	Upto INR 500,000/-	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

Important Note - As per the recent EPFO guideline; it is mandatory to have KYC and Aadhaar seeding done by the employee on the EPFO portal. Employees can use their UAN credentials and complete the same. GEP will not be able to make the PF remittance to the EPFO if KYC is not done by the respective employee which makes the organization non-compliant. In view of the same, we will not be able to process salary for the employees who do not have the KYC and Aadhaar seeding done on the EPFO portal.

**Please select if you acknowledge and accept or decline the terms and conditions of this Offer of Employment below.**

I accept the offer

**Signature** Ayush Mattoo 5/19/2022 10:05 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 5/23/2022.**

**Acceptance of Offer**

I, Ayush Mattoo, accept the position of Associate Software Engineer - Engg, and agree to all terms and conditions set out in this letter,

Thank you,

Ayush Mattoo



**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:25-Mar-2022**

**Fatima Felix Pereira  
C10938683**

**X-90/12, Godrej Pirojshanagar, Station Side Colony, Vikhroli East, Mumbai - 400079  
8767135937**

Dear **Fatima Felix Pereira,**

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**



Please refer to:

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

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, 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.

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

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.

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

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

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

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

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. 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 60% marks to clear the stream learning assessments.

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

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

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 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.

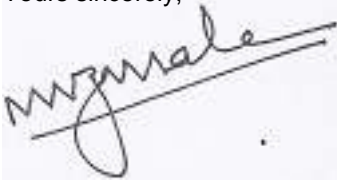
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number 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 a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

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,



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

ACKNOWLEDGED AND AGREED:

[ Insert full legal name]



**ANNEXURE 1****COMPENSATION & BENEFITS**

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

<b>Total Cash Compensation Elements</b>	
	<b>Annual (INR)</b>
<b>(A) Annual Fixed Compensation</b>	3,83,000
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500
<b>Maximum Annual Total earning potential (A+B)</b>	4,15,500
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	25,000
<b>(D) Additional Notional Benefits</b>	
<b>#(D) Gratuity as per law + Benefits</b>	9,500
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>4,50,000</b>

**(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 FY22 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, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:**

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.

a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow 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 in-law, siblings and additional children under the separate Insurance plan.

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

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

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

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

4. Gratuity as per The Payment of Gratuity Act, 1972.

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

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

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

1. #<sup>(D)</sup>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 above benefits & 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.**

**GST Clause:**

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.

**General Tax:**

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

## ANNEXURE II

Mandatory documentation at the time of onboarding:

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

**ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
<Candidate Name>

Date:

**Disclaimer**

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:25-Mar-2022**

**Tanmay Rajendra Ghadi**

**C10938688**

**B/502, Om Sai Aaradhana CHS, Shiv Vallabh road, Ashokvan, Dahisar East**

**9819496287**

Dear **Tanmay Rajendra Ghadi**,

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**



Please refer to:

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

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, 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.

  
Candidate's Signature

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

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.

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

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

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

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

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. 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 60% marks to clear the stream learning assessments.

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

  
Candidate's Signature

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

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 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.

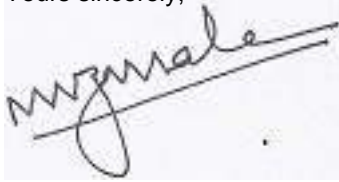
  
Candidate's Signature



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

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,



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

ACKNOWLEDGED AND AGREED:



Tanmay Rajendra Ghadi

7-NOV-2022



Candidate's Signature

**ANNEXURE 1****COMPENSATION & BENEFITS**

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

<b>Total Cash Compensation Elements</b>		<b>Annual (INR)</b>
<b>(A) Annual Fixed Compensation</b>		3,83,000
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>		32,500
<b>Maximum Annual Total earning potential (A+B)</b>		4,15,500
<b>(C) Joining Bonus</b>		
<b>Joining Bonus (Refer to the section C)</b>		25,000
<b>(D) Additional Notional Benefits</b>		
<b>#(D) Gratuity as per law + Benefits</b>		9,500
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>		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 FY22 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, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:**

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
  - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow 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 in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
  - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.
 

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.
 

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

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

1. #<sup>(D)</sup>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 above benefits & 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.**

**GST Clause:**

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.

**General Tax:**

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

## ANNEXURE II

Mandatory documentation at the time of onboarding:

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

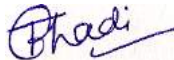
**ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:



Tanmay Rajendra Ghadi

<Candidate Name>

Date: 7-NOV-2022

**Disclaimer**

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



Candidate's Signature

Date: September 30<sup>th</sup>, 2022

To,  
**Mr. Vaibhav Shah**

Dear Vaibhav,

We would like to congratulate you for your selection as “**Graduate Engineer Trainee**”. This letter indicates your formal enrollment in the Programme subject to the terms and conditions mentioned below:

1. Your training Programme will commence from 14<sup>th</sup> October 2022.
2. This program would last for 18 months depending upon the duration of the assignments and successful completion of those assignments
3. You will be entitled to receive annual stipend of Rs.450,000/- (Rs. Four Lacs Fifty Thousand only)
4. You will be absorbed in the regular employment of the company subject to the successful completion of your learning assignments and subject to the availability of an open position at the given point of time
5. This offer is subject to proof and verification of your testimonials, proof of your certificates and reference check of good conduct from college.
6. This enrollment is contingent upon:
  - a. Your successful completion of your academic degree/course
  - b. Satisfactory Reference Check from your college.
  - c. Your formal acceptance to this offer

I look forward to having you join the Portescap India team. This position will allow you a substantial learning opportunity and challenge to leverage your technical skills and relationships, and an opportunity to make a meaningful contribution to the organization and to your career for moving forward.

Once again, I take this opportunity to congratulate you on your selection and look forward to your joining at Portescap India for a healthy career.

Thanking you,

**For Portescap India Pvt. Ltd.,**



**Souresh Banerjee**  
**General Manager – Human Resources**

**Portescap India Pvt. Ltd.**

Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400 096, India  
Tel. : ++91-22-4200 4100 Fax : ++91-22-42004036  
CIN : U31103MH 1994PTC 137603

Date: September 27<sup>th</sup>, 2022

To,  
**Mr. Eric Miranda**

Dear Eric,

We would like to congratulate you for your selection as “**Graduate Engineer Trainee**”. This letter indicates your formal enrollment in the Programme subject to the terms and conditions mentioned below:

1. Your training Programme will commence from 30<sup>th</sup> September 2022.
2. This program would last for 18 months depending upon the duration of the assignments and successful completion of those assignments
3. You will be entitled to receive annual stipend of Rs.450,000/- (Rs. Four Lacs Fifty Thousand only)
4. You will be absorbed in the regular employment of the company subject to the successful completion of your learning assignments and subject to the availability of an open position at the given point of time
5. This offer is subject to proof and verification of your testimonials, proof of your certificates and reference check of good conduct from college.
6. This enrollment is contingent upon:
  - a. Your successful completion of your academic degree/course
  - b. Satisfactory Reference Check from your college.
  - c. Your formal acceptance to this offer

I look forward to having you join the Portescap India team. This position will allow you a substantial learning opportunity and challenge to leverage your technical skills and relationships, and an opportunity to make a meaningful contribution to the organization and to your career for moving forward.

Once again, I take this opportunity to congratulate you on your selection and look forward to your joining at Portescap India for a healthy career.

Thanking you,

**For Portescap India Pvt. Ltd.,**



**Souresh Banerjee**  
**General Manager – Human Resources**

**Portescap India Pvt. Ltd.**

Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400 096. India  
Tel. : ++91-22-4200 4100 Fax : ++91-22-42004036  
CIN : U31103MH 1994PTC 137603



Date: September 22<sup>nd</sup>, 2022

To,  
**Mr. Hardik Bhosale**

Dear Hardik,

We would like to congratulate you for your selection as “**Graduate Engineer Trainee**”.  
This letter indicates your formal enrollment in the Programme subject to the terms and conditions mentioned below:

1. Your training Programme will commence from 30<sup>th</sup> September 2022.
2. This program would last for 18 months depending upon the duration of the assignments and successful completion of those assignments
3. You will be entitled to receive annual stipend of Rs.450,000/- (Rs. Four Lacs Fifty Thousand only)
4. You will be absorbed in the regular employment of the company subject to the successful completion of your learning assignments and subject to the availability of an open position at the given point of time
5. This offer is subject to proof and verification of your testimonials, proof of your certificates and reference check of good conduct from college.
6. This enrollment is contingent upon:
  - a. Your successful completion of your academic degree/course
  - b. Satisfactory Reference Check from your college.
  - c. Your formal acceptance to this offer

I look forward to having you join the Portescap India team. This position will allow you a substantial learning opportunity and challenge to leverage your technical skills and relationships, and an opportunity to make a meaningful contribution to the organization and to your career for moving forward.

Once again, I take this opportunity to congratulate you on your selection and look forward to your joining at Portescap India for a healthy career.

Thanking you,

**For Portescap India Pvt. Ltd.,**



**Souresh Banerjee**  
**General Manager – Human Resources**

**Portescap India Pvt. Ltd.**

Unit 2, SDF - 1, SEEPZ - SEZ, Andheri (E), Mumbai - 400 096, India  
Tel. : ++91-22-4200 4100 Fax : ++91-22-42004036  
CIN : U31103MH 1994PTC 137603

# MAQ Software

**Chaitanya Chandrakant Mohane**

**Aadhaar No: 9592 3352 8540**

**Phone: 880 578 8000**

**E-mail: chaitanyamohane1998@gmail.com**

Date: January 10, 2022

Dear **Chaitanya**:

On behalf of **MAQ India Private Limited**, a company set up under the Companies Act of India, 1956 (the "Company"), I am pleased to offer you the position of **Associate Software Engineer** of the Company. We are very impressed with your credentials and we look forward to your future success in this position.

The terms of your new position with the Company are as set forth below:

**1. Position.** a. You will become **Associate Software Engineer** working on projects from our clients including Microsoft Corporation and other clients (each of which is hereinafter called "Client").

b. You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company. You will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company.

**2. Start Date.** Subject to fulfilment of any conditions imposed by this letter agreement, you will commence this new position with the Company on **Monday, February 7, 2022**.

**3. Service Agreement:** Not applicable

**4. Compensation.** Your monthly compensation consists of base salary, bonus, house rent allowance and employee provident fund as described below. The monthly compensation will be paid to you at the end of each month:

Basic Salary	Rupees 21,600
Bonus	Rupees 1,800
House Rent Allowance	Rupees 10,800
Employee Provident Fund	Rupees 1,800
<b>Total Monthly CTC</b>	<b>Rupees 36,000</b>

a. You will be on internship for the period from **Monday, February 7, 2022** to **Friday, August 5, 2022**.

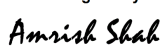
- 5. **Vacation Benefits.** You will be entitled to paid vacation per year, pro-rated for the remainder of this calendar year as per the company policy.
- 6. **Confidential Information and Invention Assignment Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company’s Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the “Confidentiality Agreement”), prior to or on your Start Date.
- 7. **Confidentiality of Terms.** You agree to follow the Company’s strict policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding salary or bonuses to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.
- 8. **Employment Restriction.** You shall not accept employment directly or indirectly with, at, for or by Client (Microsoft) for a period of one year following the completion of your employment with the Company without the written consent of Company.
- 9. **At-Will Employment and Notice Period.** Your employment with the Company will be on an “at will” basis. This means that either you or the Company may terminate your employment for any reason or no reason with certain notice period, without further obligation or liability. Refer the employee handbook for more details on notice period.

This simple action allows us to help inform the customer and find a suitable replacement so that customer projects are not adversely affected. The notice period is not applicable in case an employee is terminated due to damage caused to the company for example: due to fraud or misrepresentation.


- 10. **Surety Deposit:** Not Applicable.
- 11. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai.

We are all delighted to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to us, along with a signed and dated copy of the Confidentiality Agreement. This letter, together with the Confidentiality Agreement, set forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

**For MAQ India Private Limited**

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature D8BD8006C990483...  
**Amrish Shah**  
 Director of Application Services Delivery  
 Date: January 10, 2022

**Accepted and Agreed**

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature 59222BF26AC14DE...  
**Chaitanya Chandrakant Mohane**  
 Date: January 22, 2022

Attachment A: Confidential Information and Invention Assignment Agreement.

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2022-23/CN-254

12<sup>th</sup> September 2022

**Dear Mr. Sufyan Chaudhry,**

Greetings from Godrej!

We are delighted to have you coming on board on **19<sup>th</sup> September 2022.**

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

**Phase I (At the time of Joining):** - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

**Phase II (Mid-Year): - Developmental Program(s)**

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

**Phase III (Upon completion of the Training):** - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Leenat Sawar (leenat@godrej.com, Mobile: 8169960727)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



**Harpreet Kaur**  
**Senior Vice President & Head-**  
**Corporate Personnel & Administration**

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2022-23/CN-254

12<sup>th</sup> September 2022

**Mr. Sufyan Ahmed Zubair Ahmed Chaudhry**  
**Bldg No. 6, B Wing, 510**  
**Arzo CHS, Natwar Parrikh Compound**  
**Indian Oil Nagar, Govandi**  
**Mumbai - 400043**  
**Mob: 8108910739**

**TR CAT: C-200**

**OFFER LETTER**

**Dear Mr. Sufyan Chaudhary,**

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

**1. Place of Posting & Period of Training:**

**Your initial place of posting will be at our Vikhroli Establishment, Mumbai.** The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 19<sup>th</sup> September 2022.**

**2. Consolidated stipend:**

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

*(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).*

**3. Leave Entitlement:**

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

**4. General terms & conditions:**

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....( 2 )



( 2 )

**Mr. Sufyan Ahmed Zubair Ahmed Chaudhry, Mumbai - 400043**

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10<sup>th</sup> day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: [sgkannan@godrej.com](mailto:sgkannan@godrej.com) ) or Ms. Aliamma (Mobile 9867066396 Email id: [aliamma@godrej.com](mailto:aliamma@godrej.com)).

Contd.... ( 3 )



( 3 )

**Mr. Sufyan Ahmed Zubair Ahmed Chaudhry, Mumbai - 400043**

**5. Qualification Clause (Declaration of Final Year / Semester Results):**

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

**6. Submission of False Documents:**

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

**7. Code of Conduct:**

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

**8. Conflict of Interest:**

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

**9. Indemnity:**

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

**10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.**

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....( 4 )



( 4 )

**Mr. Sufyan Ahmed Zubair Ahmed Chaudhry, Mumbai - 400043**

Please report for the Corporate Orientation Program commencing on **Monday, 19<sup>th</sup> September 2022** at **8.45 a.m.** at the following venue:

**Godrej & Boyce Mfg. Co. Ltd.**  
**Room No.317, Plant 13 Annexe, 3<sup>rd</sup> Floor**  
**Pirojshanagar, Vikhroli East, Mumbai 400 079.**

**Please bring the following with you, when you report for the Corporate Orientation Program:**

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

**For Godrej & Boyce Mfg. Co. Ltd.**



**Harpreet Kaur**  
**Senior Vice President & Head-**  
**Corporate Personnel & Administration**

Encl.: As above

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I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on \_\_\_\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

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**28-Jan-2022**

**Dear Nash Dodti,**  
B.E., Computer Science  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Candidate ID – 19927512**

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 **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

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

Please note:

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

This offer from Cognizant is valid for 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, if offered to you:

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 (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

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

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

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

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <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:** Nash Dodti **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
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

## Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

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

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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

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

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

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

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

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

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

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

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

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

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

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

### **11. Indemnity**

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

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

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

### **13. Unauthorized Absence**

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

### **14. Retirement**

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

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

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

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

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



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

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

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

## 18. Dispute Resolution and Governing law

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

## 19. General

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

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

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

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

**Cognizant Technology Solutions India Private Limited**

**Nash Dodti**

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

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

Name:

Name:



## Letter of Intent (LOI)

**Superset ID: 1090520**

**November 02, 2021**

**Dear Sheetal Sharma,**

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited ("**Cognizant**") and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 401,988/-**. This includes an annual incentive target of **INR 22,500/-**. This amount may vary depending on individual and Cognizant's performance. You are also eligible for an One-time Skill Bonus\* of **INR 25,000/-**. The detailed information on compensation and benefits will be provided in your Offer Letter.

**\*One-time Skill Bonus** will be based on the technical competency demonstrated thru skill based assessment, Interview and GenC Training post joining/Internship.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

<https://campus2cognizant.cognizant.com/Pages/Prelogin>

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For **Cognizant Technology Solutions India Pvt. Ltd.**

**Maya Sreekumar**

**Vice President - Human Resources**



**11-Feb-2022**

**Dear Novia Dsilva,**  
B.E., Computer Science  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Candidate ID – 19934882**

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 **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

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

Please note:

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

This offer from Cognizant is valid for 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, if offered to you:

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 (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

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

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

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

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <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:** Novia Dsilva **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
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

## Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Novia Dsilva, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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

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

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

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

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

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

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

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

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

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

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

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

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

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

## 14. Retirement

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

## 15. Termination of Employment

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

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

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

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

## 16. Deputation, Assignment and Transfer

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

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

## 18. Dispute Resolution and Governing law

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

## 19. General

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

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

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

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

**Cognizant Technology Solutions India Private Limited**

**Novia Dsilva**

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

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

Name:

Name:



**22-Dec-2021**

Meet Bhalgamiya  
B.E. Information Technology  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Meet Bhalgamiya,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**12-Jan-2022**

Deepak Tiwari  
B.E. Information Technology  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Deepak Tiwari,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**10-Apr-2022**

**Dear Jerison Fargose,**  
B.E., Information Technology  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Candidate ID – 19719234**

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 **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

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

Please note:

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

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

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

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

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



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

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

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

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

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

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <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:** Jerison Fargose **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
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

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

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

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

## Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Jerison Fargose, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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

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

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

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

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

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

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

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

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

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

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

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

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

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

## 14. Retirement

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

## 15. Termination of Employment

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

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

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

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

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

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

## 18. Dispute Resolution and Governing law

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

## 19. General

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

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

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

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

**Cognizant Technology Solutions India Private Limited**

**Jerison Fargose**

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

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

Name:

Date:





**12-Jan-2022**

Atharva Dhamankar  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Atharva Dhamankar,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**17-Nov-2021**

Vaishnav Malvankar  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Vaishnav Malvankar,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**12-Jan-2022**

Manoah Jeyaraj  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Manoah Jeyaraj,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**28-Jan-2022**

**Dear Ritika Patil,**  
B.E., Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Candidate ID – 19927511**

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 **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

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

Please note:

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

This offer from Cognizant is valid for 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, if offered to you:

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 (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

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

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

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

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <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:** Ritika Patil **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
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

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.

## Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Ritika Patil, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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

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

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

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

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

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

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

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

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

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

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

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

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

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

## 14. Retirement

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

## 15. Termination of Employment

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

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

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

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

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

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

## 18. Dispute Resolution and Governing law

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

## 19. General

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

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

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

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

**Cognizant Technology Solutions India Private Limited**

**Ritika Patil**

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

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

Name:

Name:



**17-Nov-2021**

Joy Joseph Pillai  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Joy Joseph Pillai,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.



At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**12-Jan-2022**

Prisha Sharma  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Prisha Sharma,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**12-Jan-2022**

Samruddhi Shrawne  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Samruddhi Shrawne,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



## Letter of Intent (LOI)

**Superset ID: 1255338**

**November 02, 2021**

**Dear Trisha Singh,**

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited ("**Cognizant**") and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 401,988/-**. This includes an annual incentive target of **INR 22,500/-**. This amount may vary depending on individual and Cognizant's performance. The detailed information on compensation and benefits will be provided in your Offer Letter.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

<https://campus2cognizant.cognizant.com/Pages/Prelogin>

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For **Cognizant Technology Solutions India Pvt. Ltd.**

**Maya Sreekumar**

**Vice President - Human Resources**



## Letter of Intent (LOI)

**Superset ID: 1261315**

**November 02, 2021**

**Dear Jyoti Tyagi,**

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited ("**Cognizant**") and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 401,988/-**. This includes an annual incentive target of **INR 22,500/-**. This amount may vary depending on individual and Cognizant's performance. The detailed information on compensation and benefits will be provided in your Offer Letter.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

<https://campus2cognizant.cognizant.com/Pages/Prelogin>

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For **Cognizant Technology Solutions India Pvt. Ltd.**

**Maya Sreekumar**

**Vice President - Human Resources**



**28-Jan-2022**

**Dear Saurabh Jayram Vishwakarma,**  
B.E., Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Candidate ID – 19937387**

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. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

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

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

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

Please note:

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

This offer from Cognizant is valid for 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, if offered to you:

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 (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

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

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

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

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <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:** Saurabh Jayram Vishwakarma      **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
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

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.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

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

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

## Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Saurabh Jayram Vishwakarma, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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

Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24

hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

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

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

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

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

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

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

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the

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

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

### **11. Indemnity**

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

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

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

### **13. Unauthorized Absence**

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

### **14. Retirement**

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

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

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

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

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

- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

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

**18. Dispute Resolution and Governing law**

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

**19. General**

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

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

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

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

**Cognizant Technology Solutions India Private Limited****Saurabh Jayram Vishwakarma**

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

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





## Letter of Intent (LOI)

**Superset ID: 1143005**

**November 02, 2021**

**Dear Dhrumil Darji,**

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited ("**Cognizant**") and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 401,988/-**. This includes an annual incentive target of **INR 22,500/-**. This amount may vary depending on individual and Cognizant's performance. The detailed information on compensation and benefits will be provided in your Offer Letter.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

<https://campus2cognizant.cognizant.com/Pages/Prelogin>

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For **Cognizant Technology Solutions India Pvt. Ltd.**

**Maya Sreekumar**

**Vice President - Human Resources**



## Letter of Intent (LOI)

**Superset ID: 1172340**

**November 02, 2021**

**Dear Khushboo Golampalle,**

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited ("**Cognizant**") and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 401,988/-**. This includes an annual incentive target of **INR 22,500/-**. This amount may vary depending on individual and Cognizant's performance. The detailed information on compensation and benefits will be provided in your Offer Letter.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

<https://campus2cognizant.cognizant.com/Pages/Prelogin>

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For **Cognizant Technology Solutions India Pvt. Ltd.**

**Maya Sreekumar**

**Vice President - Human Resources**



## Letter of Intent (LOI)

**Superset ID: 1119702**

**November 02, 2021**

**Dear Mrunal Kothavale,**

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited ("**Cognizant**") and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Programmer Analyst Trainee**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 401,988/-**. This includes an annual incentive target of **INR 22,500/-**. This amount may vary depending on individual and Cognizant's performance. The detailed information on compensation and benefits will be provided in your Offer Letter.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

<https://campus2cognizant.cognizant.com/Pages/Prelogin>

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

For **Cognizant Technology Solutions India Pvt. Ltd.**

**Maya Sreekumar**

**Vice President - Human Resources**



**12-Jan-2022**

Ritik Mehrotra  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Ritik Mehrotra,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



**12-Jan-2022**

Lochan Chitnis  
B.E. Electronics  
Fr Conceicao Rodrigues College of Engineering, Mumbai

**Dear Lochan Chitnis,**

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

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



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**



Capgemini Technology Services India Limited  
(Formerly known as IGATE Global Solutions Limited)  
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,  
Navi Mumbai 400708, Maharashtra, India.  
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121  
[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1161606**

## **Letter of Intent ("LOI")**

Dear Maxson Koli,

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](mailto:fresherhiring.in@capgemini.com), please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1161606**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1161606**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1161606**

Thanking you,  
Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**

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## ANNEXURE 1

### **Maxson Koli** **Analyst and A4**

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

### **For & On Behalf of Capgemini**

### **Tejinder Sethi** **Head - Fresher Hiring**

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

**Ms. JYOTI SAHANI**

### Offer letter

Dear Jyoti,

With reference to your application and the subsequent interview you had with us, we confirm our intent to offer you in **Ugam Solutions Pvt. Ltd.** at our **Goregaon** office on the following terms:

**Salary:** Your step model offer is given below

<b>Starting Salary</b>	400,000
<b>Retention on completion of 1 year</b>	100,000
<b>Salary - 2nd Year</b>	500,000
<b>Total 2year salary</b>	<b>1,000,000</b>

\*On Completion of 2 years

The detailed break-up of your first year's compensation is specified in Annexure I.

**Joining date:** As discussed and agreed, you will join not later than **02-Jun-2022**.

**Training 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 **02-Jun-2022**. 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

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(Declaration)

I, **JYOTI SAHANI**, understand the importance of submitting the listed documents, and will submit the same to the Human Capital Management team of Ugam Solutions SEZ 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: \_\_\_\_\_

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**(For Official use only)**

Comments by Authorized Human Capital Management representative

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Name and Signature

Ugam Solutions SEZ Pvt. Ltd.		
Name	JYOTI SAHANI	
Designation	Associate Software Engineer	
With effect from	02-Jun-2022	
Annexure I: Salary Structure (in ₹)		
Salary Heads	Per Month	Per Annum
<b>Fixed Components (FC)</b>	<b>26,523</b>	<b>318,273</b>
Basic Salary	16,167	194,000
HRA	8,083	97,000
Special Allowance	2,273	27,273
<b>Bonus (B) +</b>	<b>3,233</b>	<b>38,800</b>
<b>Gross Salary (G)</b>	<b>29,756</b>	<b>357,073</b>
<b>Retirals &amp; Mediclaim (RM)</b>	<b>1,800</b>	<b>42,927</b>
Co. Contribution to PF	1,800	21,600
Gratuity ++	-	9,327
Mediclaim Premium +++	-	12,000
<b>Total Compensation (G + RM)</b>	<b>31,556</b>	<b>400,000</b>
<b>Take Home Before Tax (G - PF)</b>	<b>27,956</b>	<b>335,473</b>
+++ <u>Insurances</u>		
1. Group Mediclaim of ₹ 300000/- for Employee + 5 Dependents		
2. Group Personal Accidental death coverage of ₹ 20 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		
₹ 12/- will be deducted in June & December towards Labour Welfare Fund contribution		



Capgemini Technology Services India Limited  
(Formerly known as IGATE Global Solutions Limited)  
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,  
Navi Mumbai 400708, Maharashtra, India.  
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121  
[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1162095**

## **Letter of Intent ("LOI")**

Dear Tejas Vagade,

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](mailto:fresherhiring.in@capgemini.com), please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1162095**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1162095**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1162095**

Thanking you,  
Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**

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

## ANNEXURE 1

**Tejas Vagade**  
**Analyst and A4**

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

**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**

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

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950



**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:25-Mar-2022**

**Joshua Joaquim Godinho  
C10938495**

**302 Charkop Riddhi Siddhi, Plot no. 5, RSC-21,Charkop Sector 1 Kandivali West  
9769496112**

Dear **Joshua Joaquim Godinho**,

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**



Please refer to:

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

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, 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.

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

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.

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

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

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

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

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. 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 60% marks to clear the stream learning assessments.

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

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

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 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.

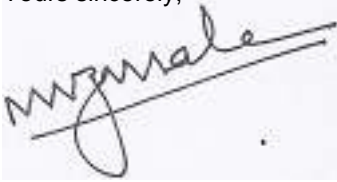
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number 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 a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

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,



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

ACKNOWLEDGED AND AGREED:

[ Insert full legal name]

**ANNEXURE 1****COMPENSATION & BENEFITS**

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

<b>Total Cash Compensation Elements</b>	
	<b>Annual (INR)</b>
<b>(A) Annual Fixed Compensation</b>	3,83,000
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500
<b>Maximum Annual Total earning potential (A+B)</b>	4,15,500
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	25,000
<b>(D) Additional Notional Benefits</b>	
<b>#(D) Gratuity as per law + Benefits</b>	9,500
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>4,50,000</b>

**(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 FY22 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, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:**

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.

a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow 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 in-law, siblings and additional children under the separate Insurance plan.

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

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

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

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

4. Gratuity as per The Payment of Gratuity Act, 1972.

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

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

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

1. #<sup>(D)</sup>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 above benefits & 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.**

**GST Clause:**

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.

**General Tax:**

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

## ANNEXURE II

Mandatory documentation at the time of onboarding:

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



**ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
<Candidate Name>

Date:

**Disclaimer**

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:25-Mar-2022**

**Krish Sunil Mangalorkar  
C10938690**

**11 Estandre, 1 A St John Baptist Road,Bandra (West),Mumbai-400050  
9867783221**

Dear **Krish Sunil Mangalorkar**,

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**



Please refer to:

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

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, 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.

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

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.

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

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

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

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

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. 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 60% marks to clear the stream learning assessments.

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

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

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 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.

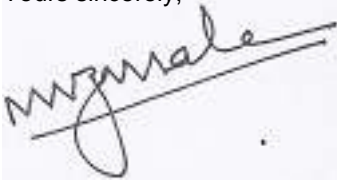
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number 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 a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

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,



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

ACKNOWLEDGED AND AGREED:

[ Insert full legal name]

**ANNEXURE 1****COMPENSATION & BENEFITS**

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

<b>Total Cash Compensation Elements</b>	
	<b>Annual (INR)</b>
<b>(A) Annual Fixed Compensation</b>	3,83,000
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500
<b>Maximum Annual Total earning potential (A+B)</b>	4,15,500
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	25,000
<b>(D) Additional Notional Benefits</b>	
<b>#(D) Gratuity as per law + Benefits</b>	9,500
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>4,50,000</b>

**(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 FY22 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, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:**

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.

a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow 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 in-law, siblings and additional children under the separate Insurance plan.

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

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

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

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

4. Gratuity as per The Payment of Gratuity Act, 1972.

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

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

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

1. #<sup>(D)</sup>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 above benefits & 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.**

**GST Clause:**

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.

**General Tax:**

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



## ANNEXURE II

Mandatory documentation at the time of onboarding:

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

**ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

<Candidate Name>

Date:

**Disclaimer**

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:25-Mar-2022**

**Nisha Nitin Mascarenhas  
C10938691**

**C/F-6 Garden Colony, L.J. Cross Road No.:2, Soonawala Agiary Marg, Mahim, Mumbai  
8369302010**

Dear **Nisha Nitin Mascarenhas,**

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**



Please refer to:

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

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, 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.

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

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.

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

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

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

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

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. 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 60% marks to clear the stream learning assessments.

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

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

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 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.

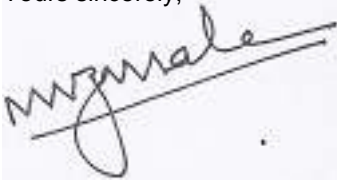
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number 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 a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

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,



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

ACKNOWLEDGED AND AGREED:

[ Insert full legal name]

**ANNEXURE 1****COMPENSATION & BENEFITS**

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

<b>Total Cash Compensation Elements</b>	
	<b>Annual (INR)</b>
<b>(A) Annual Fixed Compensation</b>	3,83,000
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500
<b>Maximum Annual Total earning potential (A+B)</b>	4,15,500
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	25,000
<b>(D) Additional Notional Benefits</b>	
<b>#(D) Gratuity as per law + Benefits</b>	9,500
<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>4,50,000</b>

**(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 FY22 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, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:**

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.

a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow 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 in-law, siblings and additional children under the separate Insurance plan.

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

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

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

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

4. Gratuity as per The Payment of Gratuity Act, 1972.

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

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



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

1. #<sup>(D)</sup>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 above benefits & 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.**

**GST Clause:**

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.

**General Tax:**

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

## ANNEXURE II

Mandatory documentation at the time of onboarding:

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

**ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
<Candidate Name>

Date:

**Disclaimer**

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:30-Mar-2022**

**Tristan Thomas Menezes  
C10940210**

**106,Sanman CHSL,P-11Noopur Palace,Sheetal NagarBehind St.Joseph Church,Mira Road(E)  
8424986506**

Dear **Tristan Thomas Menezes**,

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**



Please refer to:

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

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, 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.

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

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.

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

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

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

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

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. 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 60% marks to clear the stream learning assessments.

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

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

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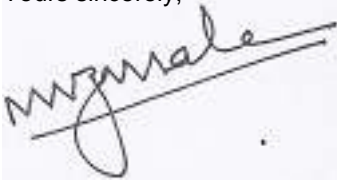
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number 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,



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

ACKNOWLEDGED AND AGREED:

[ Insert full legal name]

**ANNEXURE 1****COMPENSATION & BENEFITS**

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

<b>Total Cash Compensation Elements</b>	
	<b>Annual (INR)</b>
<b>(A) Annual Fixed Compensation</b>	3,83,000
<b>(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)</b>	32,500
<b>Maximum Annual Total earning potential (A+B)</b>	4,15,500
<b>(C) Joining Bonus</b>	
<b>Joining Bonus (Refer to the section C)</b>	25,000
<b>(D) Additional Notional Benefits</b>	
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<b>Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)</b>	<b>4,50,000</b>

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- 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.

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**(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.



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\* As defined by applicable law from time to time.

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

**In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:**

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.

a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow 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 in-law, siblings and additional children under the separate Insurance plan.

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

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

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

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

4. Gratuity as per The Payment of Gratuity Act, 1972.

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

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1. #<sup>(D)</sup>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 above benefits & 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.**

**GST Clause:**

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.

**General Tax:**

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

## ANNEXURE II

Mandatory documentation at the time of onboarding:

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

**ANNEXURE IV - DECLARATION**

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
<Candidate Name>

Date:

**Disclaimer**

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

Strictly Private and Confidential

**Date:30-Mar-2022**

**Gautami Rajesh Thakur  
C10940207**

**1003, Laabh Gloria, S.NO.6, H.NO.2, Next to Everest Country, Opposite Tarangan Housing Society, Kasarvadavali,  
Ghodbandar Road, Thane West, Maharashtra 400615**

**9833313047**

Dear **Gautami Rajesh Thakur,**

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**



Please refer to:

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

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, 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.



## APPOINTMENT LETTER

January 22, 2022

Dear Chirag Hegde,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

### **2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

### **3. Other Benefits:**

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.

e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.

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f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.

g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](http://mywipro.wipro.com)

#### **4. Responsibilities:**

a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.

b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.

c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.

d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### **5. Conflict of Interest:**

a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.

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

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

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

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

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

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

#### **6. Confidentiality:**

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

b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

#### **7. Assignment of Intellectual Property**

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

#### **8. Non-Compete**

In the course of your employment with the Company you will be providing services to customers or clients of the Company during

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

## 9. General:

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

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

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

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

## 10. Training Agreement:

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

## 11. Notice Period & Termination:

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

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

## 12. Pre Joining Program (PJP):



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

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

Yours sincerely,  
For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

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

I shall be reporting for duty on

### ANNEXURE I

#### DECLARATION ON CONFLICT OF INTEREST

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

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

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

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

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

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

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

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [polyclearinghouse@wipro.com](mailto:polyclearinghouse@wipro.com).

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, **Page 825 of 945**

or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:

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- a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
- b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
- c. Unauthorized disclosure or communication of UPSI.
- d. Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

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

## **ANNEXURE II**

### **PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I Chirag Hegde, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

## **ANNEXURE III**

### **SALARY OFFER SHEET**

**Name: Chirag Hegde**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

<b>COMPONENT</b>	<b>AMOUNT (INR)</b>
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
<b>Total Fixed Cash</b>	<b>24,688</b>
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
<b>Total Fixed Compensation</b>	<b>27,108</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600

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**Variable Pay**

Page 827 Target Variable Pay

1,459

**Target Cost to Company per month****29,167****Total Cost to Company per annum****3,50,004**

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

**ANNEXURE – IV****Bonus Details**

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

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

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

**ANNEXURE – V**

Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

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

## **ANNEXURE – VI**

### **Variable Pay - A BRIEF OVERVIEW**

#### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

### **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

#### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

#### **House Rental Allowance:**

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

#### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

##### **1. Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

##### **2. Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

##### **3. Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

#### 4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

#### 5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

#### Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

#### Travel, Accommodation, Food & Other Miscellaneous Expenses

##### Travel

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

##### Accommodation, Food & other Miscellaneous Expenses

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

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

#### SUMMARY SOCIAL SECURITY & OTHER BENEFITS\*

##### Medical

1. Medical Assistance Program (MAS)\*\*: This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. Mediclaim: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly

charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit\*\*: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$  per month as supplementary pension payable. \*Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

\*\* These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

## 1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

## 2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Defined Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-

> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

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Accept  Decline

**Signature** Chirag Hegde 22/1/2022 11:10 PM

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

Registered Office:

**Wipro Limited** T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23284892



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218047690/Mumbai**  
**Date: 14/10/2021**

Ms. Carol Sierra Nelson Mendonca  
B-23,604,Sector-1,Shanti Nagar,  
Opp Railway Station,  
Mira Road-401107,  
Maharashtra.  
Tel# 91-8097174792

Dear Carol Sierra Nelson Mendonca,

**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/DT20218047690**

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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.

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## RETIRALS

### **Provident Fund**

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

### **Gratuity**

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

## TERMS AND CONDITIONS

### **1. Aggregate Percentage Requirements**

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

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

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

### **2. Pre requisites for Joining**

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



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

## 22. Letter of Appointment

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

## 23. Rules and Regulations of the Company

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

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**TATA CONSULTANCY SERVICES**

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Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

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



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.

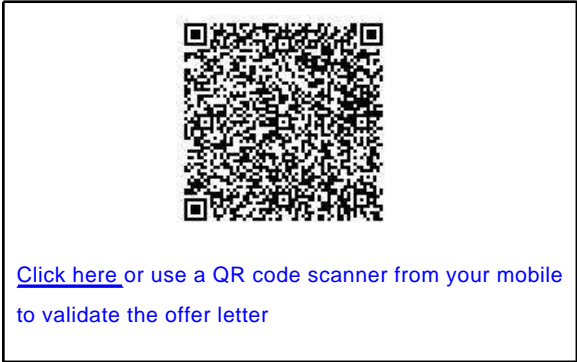
Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

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**



- 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

<b>Name</b>	<b>Carol Sierra Nelson Mendonca</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Fr. Conscience Rodrigues College Of Engg, Bandra</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# 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)

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



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> 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 of 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.

**Private & Confidential****27 April 2022****Joel Syrus Fernandes**

Dear Joel Syrus,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") 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 **645,387.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

**You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.**

The break-up of your total gross compensation is given below:

<b>Components</b>	<b>Amount (INR) p.a</b>
<b>A. Basic salary</b>	270,000.00
<b>B. Flexible Benefit Plan (FBP) **</b>	330,000.00
<b>C. Annual Gross Pay AGP (A+B)</b>	600,000.00
<b>D. Company's contribution to PF</b>	32,400.00
<b>E. Company's contribution to Gratuity</b>	12,987.00
<b>Total Gross (C+D+E)</b>	<b>645,387.00</b>

\*\* - 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 360,862.34**

toward 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 & Employment Benefits, 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 upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, 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.

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/ Thursday beginning 9.30am**. You may therefore choose to commence on any Monday or Thursday. 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.

The letter of offer is valid for one (2) weeks 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 Blesson Varghese (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle Financial Services Software Limited**



**Bindu Venkatesh**

Vice President – Human Resources & Training

**OFFER LETTER ACCEPTANCE:**

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218226604/Mumbai**  
**Date: 10/11/2021**

Mr. Nishit Kiran  
Income Tax Colony Powai,  
Powai,  
Mumbai-400076,  
Maharashtra.  
Tel# -

Dear Nishit Kiran,

**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/DT20218226604**

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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 based on 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, based on your performance in TCS Xplore Program. The incentives give you an additional earning potential of up to 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.

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## **RETIRALS**

### **Provident Fund**

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

### **Gratuity**

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

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

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

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

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

### **2. Pre requisites for Joining**

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

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



### 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. 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

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TCSL/DT20218226604

**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



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

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**TATA CONSULTANCY SERVICES**

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

## 24. Compliance to all clauses

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

## 25. Data Privacy Clause:

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

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

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

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. 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**



- 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

<b>Name</b>	<b>Nishit Kiran</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Fr. Conscience Rodrigues College Of Engg, Bandra</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# 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)

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



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



## 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.



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218042449/Mumbai**  
**Date: 01/09/2021**

Mr. Girish Bharatlal Chawla  
Plot No. 2a, Near Municipal Fish Market, Kherwadi, Bandra East Kherwadi Road,  
Shitla Mata Chok,  
Mumbai-400051,  
Maharashtra.  
Tel# -

Dear Girish Bharatlal Chawla,

**Sub: Letter of Offer**

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

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

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**TATA CONSULTANCY SERVICES**

**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.

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TCSL/DT20218042449

**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

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## RETIRALS

### **Provident Fund**

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

### **Gratuity**

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

## TERMS AND CONDITIONS

### **1. Aggregate Percentage Requirements**

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

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

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

### **2. Pre requisites for Joining**

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



### 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

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**TATA CONSULTANCY SERVICES**

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including termination of traineeship/service without notice.

## 19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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



- \*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**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



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



## GROSS SALARY SHEET

Annexure 1

<b>Name</b>	<b>Girish Bharatlal Chawla</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Fr. Conscience Rodrigues College Of Engg, Bandra</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

# 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)

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



## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> 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	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> 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
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> 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	<b>KOLKATA</b> 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
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	





## 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.

Date : 14-12-2021

### Letter of Intent ("LOI")

Dear Parth Nirmal,

With reference to your application and subsequent discussions we had with you. We are pleased to inform that your candidature have been shortlisted for appointment as "Trainee" with Atos Global IT Solutions and Services Private Limited (referred as "Atos or Company").

Subject to completion of election and documentation process, detailed Offer letter will be issued to you, which will contain the following details:

- Date of Joining;
- Joining & Training location;
- Other terms and condition.

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

The date of joining and the location of posting will be based on business requirements.

Atos solely reserves the right to make any changes to the date of joining and the location of posting.

Upon joining Atos,

1. You are expected to enter into an employment agreement with the Company which shall contain details including the scope, terms and conditions of your employment and various obligations with the Company.
2. You will be on probation for a period as determined by the Company from your date of joining and subject to satisfactory performance your employment will be confirmed at the end of probation or such other extended period as the Company deems fit.
3. You may be required to undergo various training for a duration which will be purely based on business requirements. During the training period, your performance will be evaluated periodically.

Atos plans to invest in debut trainings and certifications to impart appropriate skills for the required services. Therefore, all "Trainee" (debut) are required to complete the training period and expected to remain in the service with Atos for a minimum period of 24 months from the date of joining. Failing to which, debut unconditionally needs to pay/reimburse the cost of training to Atos which will extend up to maximum of Rs.75,000/- (Seventy Five Thousand Rupees only).

Your selection and further procedure ahead is subject to your being found medically fit, you completing your academic course with the specified eligibility criteria as informed to you during selection process, and completing all necessary documentations & process pertaining to your education, verification and other employment criteria.

Atos reserves the right to decide the continuance of your further training and your employment with the Company depending on your performance in the opinion of the Company and documentation process. 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 Atos nor should it in any manner confirm our obligations to make you an offer of employment.

We may, any time revoke this Letter of Intent considering incomplete documentation, failure to fulfil the eligibility criteria, background verification or at our discretion.

We request you to confirm back to us your acceptance of above terms and conditions herein by signing and returning the copy of this letter to Campus recruitment team ([nanda.ancelm.external@atos.net](mailto:nanda.ancelm.external@atos.net)) within 05 days from issuance of this letter, failing which this letter of Intent shall stand withdrawn/cancelled automatically. Should you have any query, please do not hesitate to contact Campus Recruitment team.

We look forward to hear from you soon and wish you a rewarding career ahead.

Thanking you.

Yours Sincerely,

For Atos Global IT Solutions and Services Private Limited



Nasir Usman Shaikh  
Vice President – HR



13th October 2021

Ms. Sameeksha Rane

Email: sameeksha2612@gmail.com

**Re: Internship Offer**

Dear Sameeksha,

On behalf of Baldor Technologies Private Limited (“IDfy” or “the Company”), I am pleased to offer you an internship with the **Tech** department as an Intern at IDfy starting **3<sup>rd</sup> January 2022**. The internship is for the period of 6 months and offer is subject to the regular background checks being completed successfully.

Your stipend will be **INR 25000/- per month**. Your stipend will be paid in accordance with our regular payroll practices. You will commence work from home or office as required.

After 6 months you will be made permanent on the basis of your performance and good feedback from your manager. Either party shall have the right to terminate this Internship by serving upon the other a notice of 7 (Seven) days in writing.

Our technology, trade secrets and other intellectual property are very important to us. Therefore, we require that, as a condition of internship, all new interns sign a confidentiality agreement.

We also want to ensure that your internship with the company does not violate any non-competition or other similar agreements to which you may be bound. If you are bound by such an agreement, please give us a copy of the agreement so that we can ensure that your employment by the Company will not violate that agreement. By not providing us with such an agreement, you are representing that no such agreement exists.





On behalf of IDfy, I would like to welcome you to the Company.

In order to accept this offer, please sign and return a copy of this letter to us.

Sincerely Yours,

\_\_\_\_\_  
Name: Ashok Hariharan  
Title: CEO

Accepted and agreed this 22nd day of October, 2021

\_\_\_\_\_  
Ms. Sameeksha Rane

Date: 30-12-2021

**INTERNSHIP LETTER**

Dear Parva Juthani,

**Congratulations!**

Thank you for exploring Learning Opportunities with **Acidaes Solutions Pvt. Ltd.** We are pleased to offer you **Internship** with our organization.

Please see below the specifics regarding your internship:

**Internship Joining Date: 10<sup>th</sup> January, 2022**

**Location for Internship: Mumbai**

**Address:** Acidaes Solutions Pvt Ltd (CRMNEXT), 2, Guru Hargovindji Rd, Kajuwadi, Chakala, Andheri East, Mumbai, Maharashtra 400093.

**Internship Stipend: 20,000 INR p.m.**

**Intern Notice Period: 1 month**

On the successful completion of your graduation and submission of necessary university related documents, you will have an opportunity to be absorbed as **Graduate Engineer Trainee** by the organization, post an internal assessment.

**GET Period: 1 year**

**Pre-placement offer (compensation package): 5,00,000 LPA\***

\*Details of CTC are shared in Annexure A.

Please indicate your acceptance of the internship by signing this letter.

We look forward to your joining and a long mutually beneficial association.

**For Acidaes Solutions Pvt. Ltd.**



**Meenakshi Banerjee**

**Vice President – Human Resources**

**Annexure "A": Details of Compensation Package**

**Annexure "B": Terms and Conditions of Internship**

### ANNEXURE "A"

#### Details of Compensation Package during GET period:

Components	Actual (Monthly)	Annual
Basic	15,397	1,84,759
Advance Statutory Bonus	1,500	18,000
Special Allowance	13,897	1,66,759
Total (A)	30,793	3,69,517
Gross salary (A)	30,793	3,69,517
<b>Benefits</b>		
Gratuity		8,883
PF (employer)	1,800	21,600
Total (B)		30,483
Fixed (A+B)		4,00,000
<b>Performance Bonus*</b>		
		40,000
Total		4,40,000 INR
<b>Joining Bonus**</b>		
		60,000

\*The Variable Performance Bonus will be for performance during GET period and will be disbursed at the end of the GET period. This amount is payable only if the individual is in association at the time of disbursement and is not serving notice period.

\*\*The Joining Bonus is payable in 2 equal installments –

- 6<sup>th</sup> month of GET; and
- 12<sup>th</sup> month of GET

Recovery of Joining Bonus if Trainee leaves within 1 year of becoming Full Time Employee

All remunerations are subjected to the Indian tax laws, Gratuity Act 1972 and company employment rules.

Other benefits:

- Medical Insurance: The Company will provide medical insurance cover of INR 3 Lacs per annum for you.
- PA Insurance: You will be covered under Personal Accident Insurance Policy as per the existing scheme of the organization; the details of the same are available on HRMNEXT.

**For Acidaes Solutions Private Ltd.**



**Meenakshi Banerjee**

**Vice President – Human Resources**

**ANNEXURE "B"**

**Terms and Conditions of Internship**

**A. Internship Period**

**You will be associated as an Intern only post an introduction letter from and through the university. The association as Intern will be with us till the submission of degree/certificate of completion/ all semester marksheets of the current course. At the time of being considered for a Trainee Role, you will be assessed and basis your performance review you may be considered for the position of GET/MT in the organization.**

**B. Submission of Documents:**

On the day of start of your internship, you are requested to bring along the following documents (original & photocopy) for submission and verification.

1. Internship 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
7. One photocopy of Aadhaar card

**C. Leave**

You will be eligible for 1 leave per month.

Please note if you are absent for a continuous period of 3 days without leave OR obtaining your manager's approval, your internship will be automatically terminated. There will be no initiation or notice thereof.

**D. Notice Period:**

During any point of your internship with us, either party can terminate the internship without assigning any reason whatsoever, by giving 30 days prior notice in writing or salary in lieu thereof for any kind of voluntary disassociation from services/ internship

The Intern is expected to serve his/her full Notice Period. Waiving of Notice Period by paying of short notice pay or its adjustment against leave accrual is at the discretion of the organization and depends on the business needs/ exigencies and the current involvement of the intern in projects. In the event of you having any incomplete assignment, the Company will have the discretion to relieve you only at the end of the notice period as applicable to you.

You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.



**E. Termination:**

At any point during the period of your internship, the Company reserves the right to terminate internship summarily without any notice period or termination payment, for unsatisfactory performance at work, or if it has reasonable ground to believe you are guilty of any gross misconduct or negligence or have committed misappropriation of funds or there has been any fundamental breach of contract or company code of conduct or any action that has caused any loss to the Company.

**F. Separation from Company:**

Upon termination of internship, you are required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties) in your possession or under your control relating to your internship or clients’ business affairs.

**G. Confidentiality of Information:**

Information pertaining to Acidaes operations and intellectual property is confidential and you are required to sign a non-disclosure agreement. If you are currently bound by any confidentiality agreement, you must notify the Company and indemnify the Company against any breach thereof.

**H. Company property**

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

**I. General terms and conditions:**

You will be required to 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 at its discretion, which shall be binding on you. All are required to read and comply with Acidaes Policies. Any breach of the Guidelines or the terms and conditions of internship may result in termination of your services without notice or compensation.

Please communicate your acceptance of this internship by signing a copy of this letter and returning it to us.

We welcome you and look forward to working with you.

.....

**ACCEPTANCE OF INTERNSHIP TERMS AND CONDITIONS:**

**I agree that I have read, understood, and accepted internship with Acidaes Solutions Pvt Ltd under the terms and conditions stated above.**

(Please sign below to confirm that you agree with the terms and conditions stated above)

Signature:

Printed Name:

Date:

**Icapo Tech Pvt Ltd.**  
CM-04, SINE, CSRE  
Building, IIT Bombay,  
Powai, Mumbai, 400076  
**connect@icapotech.com**  
**+91 84595 17743**



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## Offer Letter

**Date: 29 Jun 2022**

**Shoeb Shaikh**  
Govandi, Mumbai,  
Maharashtra

**Dear Shoeb,**

On behalf of iCapotech, we welcome you to the iCapotech family and the opportunity to make a difference through your work. You are appointed as **Support Engineer** and we look forward to you joining our organization on **4 Jul 2022**. You will be based in **Mumbai**.

Your monthly compensation including benefits, allowances, and perquisites, if any, payable by the Company is **INR 18,000/-** (Rupees Eighteen Thousand) from the date of joining.

This offer and your employment with iCapotech are conditional upon the successful completion of a background investigation into matters relating to your suitability for employment by iCapotech, including, but not limited to, your education and prior employment (if any). You will be required to complete a comprehensive medical examination prior to your joining, details of which will be conveyed to you. Please note that this offer is subject to your being medically fit for employment.

Your employment with us will be governed by the Terms and Conditions and all rules, regulations, guidelines, policies, and practices of the Employer, which may be amended from time to time. This offer letter, together with the Annexures, the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement will constitute the entire agreement between the parties with respect to the subject matter of this offer and will supersede 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. At the time of joining, it is mandatory for you to submit the documents mentioned below.

We welcome you to the iCapotech family. We hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We look forward to you joining our team. If you wish to discuss any details of this offer, please feel free to contact us.

Sincerely,

**Madhusudhan Naik,**  
**Founder & CEO**

**Icapo Tech Pvt Ltd.**  
 CM-04, SINE, CSRE  
 Building, IIT Bombay,  
 Powai, Mumbai, 400076  
**connect@icapotech.com**  
**+91 84595 17743**




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### Acceptance

I, **Shoeb Shaikh**, hereby accept the terms and conditions of this employment offer. I will furnish all the documents (originals for verification with one photocopy set) for your records on the mutually agreed upon start date.

<b><i>Education</i></b>	
<b>SSC/10th Certificate</b>	<input type="checkbox"/>
<b>Intermediate/12th Certificate</b>	<input type="checkbox"/>
<b>Graduation</b>	
Mark sheets for all the years	<input type="checkbox"/>
Convocation Certificate and Provisional Certificate	<input type="checkbox"/>
<b>Post Graduation</b>	
Mark sheets for all the years	<input type="checkbox"/>
Convocation Certificate and Provisional Certificate	<input type="checkbox"/>
<b><i>Employment (if applicable)</i></b>	
<b>Relieving Letter or Service Certificate [All Prior Employment(s)]</b>	<input type="checkbox"/>
<b>Previous Employment Last Payslip</b>	<input type="checkbox"/>
<b><i>General</i></b>	
<b>2 Passport Size Photographs</b>	<input type="checkbox"/>
<b>Photocopy of the Pan Card &amp; Aadhar Card</b>	<input type="checkbox"/>
<b>Photocopy of the Passport</b>	<input type="checkbox"/>

Please sign and date your Acceptance.  
 Signature:

Name: **Shoeb Shaikh**

Trixter Cyber Solutions Private Limited,  
Runwal and Omkar E-Square,  
Level 1, office 104  
Sion East, 400022  
Mumbai, India

Wednesday, 9 December 2021,

Suneet Salian

C/ suneetsalian29@gmail.com

Dear Suneet

Thank you for talking with us recently to discuss opportunities with Trixter. We are pleased to offer you conditional employment in the position of Junior Cyber Security Engineer with our Cyber Security team. We believe that your experience, skills and attitude will be an asset to Trixter and combined with the opportunities the role offers, will help you build a challenging and rewarding career.

Attached is your individual employment agreement, which sets out your base salary of INR 8,000/PM for the first six months plus standard terms and conditions. Post completion of your six months training period with us and based on your performance, your role and salary will be reworked. In case, we see an additional three months are required for your training we will give you an additional three months training post which based on your performance, we will onboard you as a permanent employee

You will also find enclosed information on the range of benefits that Trixter provides and a copy of our independence policy. It is important that you read and fully understand the policies prior to accepting a role with us.

As discussed with you prior to this conditional offer of employment being made, our offer of employment is conditional on:

- Satisfactory verbal references, which we will endeavour to obtain prior to your scheduled start date;
- The satisfactory completion of relevant background checks.
- The satisfactory verification of educational documentation

We will endeavour to advise you when the conditions set out in the dot points above have been complied with your obligations regarding your performance status throughout your employment. If Trixter is not satisfied with the reference check or background checks, or if you do not provide or are not able to obtain the relevant documentation, Trixter may, at its sole discretion, refuse to confirm your employment.



Should you accept our offer, please electronically sign this agreement by Monday, 15 December 2021, otherwise this offer will expire at 5.00pm on that date. If you wish to clarify any aspects of the offer, please feel free to call us.

We look forward to you starting with us soon.

Yours sincerely

*Shaunak H Mody*  
Shaunak Mody

CEO & Co-Founder

Trixtter Cyber Solutions Private Limited

## REMUNERATION STATEMENT FOR Suneet Salian

### Potential Remuneration

**Gross Base Salary (for first 6 months or potentially performance) INR 8,000 9 depending on your**

<b>Post confirmation (potentially after 6 or 9 months) Annual Gross Salary</b>	<b>INR 1,80,000</b>
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Please refer to the attached benefits statement for more information about these benefits.

### Additional Benefits

- Employee Assistance Programme
- Talent Scouts referral bonus
- Professional Qualifications
- Post graduate & professional study support

# Benefits@Trixter

## Realise your full potential

As attracting the best people to the Firm is critically important to our business, we offer a range of competitive non-cash benefits that make up your total compensation package

Below is an overview of the benefits available to Trixter people. Further information will be provided on your first day, including eligibility criteria and how to apply.

### Benefits available to Trixter people

#### Leave Entitlements

On top of the statutory leave available in India, Trixter provides a range of additional leave benefits including:

- 10 days extra Sick leave
- 1 day Birthday leave
- Up to days Paid leaves
- 1 day Graduation leave

#### Career Breaks

As part of a philosophy of encouraging our people to achieve both their professional and personal goals, the Firm supports eligible people taking a career break. A career break allows people to take between 12 weeks to two years away from work, to follow other interests and pursuits, while having a position to return to after this time. Examples of what a career break could be used for include: study, pursuing sporting goals, overseas travel, and charity work.

#### Flexible Working Arrangements

To support our people in balancing both their career and personal life, the Firm supports requests for flexible working arrangements including work from home. Each request is considered on a case-by-case basis.

#### Employee Assistance Programme (EAP)

As part of our commitment to the overall wellbeing of our people, we offer both our employees and their immediate family the opportunity to access up to three free confidential counselling sessions per problem. These sessions are conducted by a professional independent external provider.

### **Learning & Development**

At Trixter you are given access to world-class training. Our team is committed to your continuous learning and helping you realise your potential.

We offer structured development to increase your professional capability in the areas of client service, personal effectiveness, and your management and leadership skills.

As part of our best practice approach to learning, our Development Frameworks are comprised of classroom training, e-learning and just-in-time sessions that will enable you to have the flexibility to learn new skills as you need them.

Trixter also offers support for achieving professional qualifications such as CEH, CISA, OSCP and other such competitive certifications.

### **Mid Year/End of Year Functions and Monthly Lunches**

Celebrating our success is a part of our culture. It's a way of recognising achievements in whatever we do. Each member celebrates the achievements of our people through both monthly social events, along with a mid-year and end of year function.

This summary is intended only as a guideline to Trixter benefits. For further information on eligibility, qualifying criteria and plan rules, please contact your Manager.

Further information will be provided to you on your first day and in your induction.

**INDIVIDUAL EMPLOYMENT AGREEMENT**

This is a conditional employment agreement made under the provisions of the IESO Act 1946. You have a right to a reasonable opportunity to seek independent advice about this Agreement and Trixter Cyber Solutions Private Limited (referred to as the “Company” or Trixter) encourages you to do so. However, the Company requires a signed agreement before you commence work

**1. PARTIES**

1.1 The parties to this agreement are Trixter and Suneet Salian (referred to as “you” or “your”). Reference to “Resource Unit Manager” or your “Manager” means a person in Trixter duly authorised by the Company.

**2. TERM**

2.1 This conditional agreement will commence on a mutually agreeable date and, subject to any termination provisions, if any.

**3. POSITION AND LOCATION**

3.1 The position and location are as specified in Appendix A, with responsibilities and duties as discussed with you, as set out in your job description which may be updated and amended as required from time to time. The Company may, after consultation with you, amend your job description and the duties associated with your position but not so as to change substantially the nature or responsibilities of the position (except in the case of a reorganisation of the Company). You will also be required to perform all other duties which are reasonably incidental to your position, as directed by the Company.

3.2 The Company may require you to work at a different location to that specified in Appendix A, or wherever the Company may reasonably relocate its premises or transfer your position to, provided it is within the same city.

3.3 As part of your role you may be required to travel both nationally, internationally and to client premises. We will give you as much advanced notice as possible of the need to travel.

3.4 When working on client premises you will abide by all of the relevant clients’ policies and procedures.

#### **4. HOURS OF WORK**

4.1 You must work the hours specified in Appendix A, but given the nature of your role in meeting client expectations and the Company's seasonal work fluctuations, you may need to work additional hours, as may be reasonably required when necessary, to meet client expectations. Your salary includes reasonable compensation for your availability to perform all of your hours of work (including additional hours), and your performance of those hours of work.

4.2 While every effort will be made to give as much advance notice as is possible of the requirement to work additional hours, there may sometimes be a requirement to work additional hours at short notice.

4.3 You may be required to provide after-hours support in accordance with the Trixter Standby and Call-Back policy in force from time to time.

#### **5. OVERTIME**

5.1 Except to the extent that an applicable Standby or Call-back policy in force from time to time provides otherwise, the salary specified in this agreement will be deemed to cover payment for the overall performance of the job (including any additional hours worked pursuant to clause 4) and overtime payments will not be provided, unless specified in Appendix A.

#### **6. REMUNERATION**

6.1 Your annual salary specified in Appendix A will be paid monthly by direct credit to a maximum of one nominated account. Salary reviews will be conducted as specified in Appendix A.

#### **7. BENEFITS**

7.1 The Company provides a range of benefits to its employees at its discretion, which are over and above legislative requirements, in order to support Trixter's commitment to attracting and retaining the best people.

7.2 A copy of the current benefits provided by the Company, along with eligibility criteria, will be provided to you prior to commencing employment. These benefits do not form part of your terms and conditions of employment and are provided to you on a discretionary and privilege basis, and the Company reserves the right to vary, withdraw and/or replace any of these benefits at any time at its sole discretion, on reasonable notice to you.

7.3 Any questions regarding benefits and eligibility criteria or requests for copies of policies should be referred to your Manager contact.

## **8. ANNUAL LEAVE**

8.1 After completion of six or nine months of continuous service, six annual leave per annum will be provided. Accumulated leave may be taken as agreed mutually.

## **9. PUBLIC HOLIDAYS**

9.1 Payment for Public Holidays will be in accordance with the National and Festival Holidays Act. You are entitled to a paid day off on a public holiday provided that such day would otherwise be a working day for you.

9.2 All other public holidays are celebrated on the day they fall on.

9.6 All work on a public holiday must be approved in advance.

9.7 The Company reserves the right to require that you work on a public holiday that you would otherwise have a right to.

9.9 If you are required by the Company to work on a public holiday which would otherwise be a normal working day for you, you will also have a right to an alternative whole day off. You and your Manager should agree on when this alternative day will be taken. If you and the Company cannot agree on when you will take your alternative holiday, the alternative holiday will be taken on a date set by the Company, on 14 days' notice to you.

9.10 When you work on a public holiday and where your work has not been authorised in advance as above, you will not be entitled to payment at time and a half or to an alternative day off.

## **10. SICK AND BEREAVEMENT LEAVE**

10.1 For the first six months of continuous employment, the Company will make five days sick leave available to you.

10.2 In accordance with the National and Festivals Holidays Act, following six months' continuous employment with the Company you will be allocated an additional five days sick leave.

10.3 After 18 months continuous service and in each ensuing period of 12 months, you will be allocated ten days sick leave (in-total).

10.4 Sick leave which may be taken when you, your spouse or dependent is sick or injured. Up to 5 days' sick leave may be carried over from one year to the next up to a maximum of 15 days in total

10.5 The Company may require a medical certificate:

- After three consecutive calendar days of sick leave; or
- At any time after you have used up your entitlement to sick leave under the National and Festivals Holidays Act

10.6 You have a right to three days' bereavement leave on the death of your spouse, parent, child, brother, sister, grandchild, grandparent, and spouse's parent; and one day's bereavement leave on the death of any other person if the Company considers you have suffered a bereavement.

10.7 You recognise that taking sick and bereavement leave without good and sufficient reason is a breach of the Company's trust and will be regarded as serious misconduct.

## **11. HEALTH & SAFETY**

11.1 Both you and Trixter are committed to undertake practices which promote health and safety in the workplace, and will take reasonable care for both your own health and safety and the health and safety of other workers on the premises, in accordance with the Occupational Health and Safety Act, 2019 and any applicable regulations, codes of practice or standards. You must comply with the Company's health and safety rules and procedures and all directions issued by the Company concerning health and safety. You must ensure you maintain your ability to perform your duties safely and effectively.

11.2 You must advise the Company of any medical conditions, including stress related symptoms, which may impact on your ability to perform your duties safely or effectively.

11.3 If you receive a workplace injury or illness, the Company reserves the right to request that injury or illness be reviewed by Trixter's designated medical practitioner at the Company's expense.

11.4 If you fail to comply with the Company's health and safety practices, you may be subject to disciplinary action including warnings and/or dismissal.

## **12. PROFESSIONAL CONDUCT**

12.1 Conduct to a high standard of professionalism, honesty, integrity, courtesy and discretion will be expected. At all times compliance with the instructions and procedures of the Company will also be expected.

12.2 You will not enter into any commitment or obligation on behalf of Trixter in excess of such authority from time to time granted to you by your Manager.

12.3 You will comply with all the Trixter independence and ethics policies. The Company's professional independence requires that you will not be involved in other businesses or occupations which could lead to a conflict of interest or are inherently incompatible or inconsistent with the practice of public accounting. If in any doubt you will discuss the matter with your Manager.

12.4 You may accept non-client professional work for remuneration when it is completed in your own time and does not interfere with your performance of duties under this agreement, but only after you obtain the prior written consent of your Partner.

## **13. INTELLECTUAL PROPERTY**

13.1 Any material and all intellectual property rights whatsoever in all materials including patents, registered designs, petty patents, utility models, plant variety rights, trade marks (including logos and trade dress), domain names, copyright, circuit lay-outs, rights in computer software and data bases, rights in inventions, confidential information, know-how and trade secrets and all other



intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, made, discovered or used by you under this Agreement or relating to your duties under this Agreement, will immediately be disclosed to the Company and will belong to, and be at the absolute disposal of the Company in all regions of the world and in all languages even after termination of this Agreement.

13.2 You irrevocably and unconditionally waive any and all moral rights in relation to any material produced under this Agreement.

13.3 You will do all things and execute all documents reasonably required by the Company to perfect the ownership or waiver of any intellectual property, including anything reasonably required to register the intellectual property in any intellectual property registry or anything to assist the Company's successors to do so, even after termination of this Agreement.

#### **14. CONFLICT OF INTEREST**

14.1 You will be expected to devote your full-time energies to this position and must be able to perform your duties under this agreement maintaining a high standard of performance and conducting yourself safely. The Company must also protect its commercial interests, including its confidential information, intellectual property and commercial reputation, and to prevent a conflict of interest arising.

14.2 For the reasons set out above, you will not be permitted to engage in any other business, secondary employment, or non-executive or executive appointment, including any honorary appointment, or enter into any contracts, or other outside activities (other than incidental investments which do not present any actual or potential conflict) which may conflict in any way with the Company's interests and your responsibilities to it, or reflect adversely on the Company's business or its public perception, unless: you have disclosed to the Company such arrangements that existed prior to your employment with the Company and the Company has agreed in writing that you may continue to engage in these activities / employment; or you disclose to the Company an intention to take on such business / employment / activities / interests and the Company provides you with its written consent.

14.3 You will immediately advise the Company if you become aware of any potential conflict of interest, including if an immediate family member, partner, friend or close business associate is or becomes employed by a competitor or potential competitor of the Company.

14.4 The Company will not unreasonably withhold its consent to any request that you be permitted to undertake such activities/employment.

#### **15. CONFIDENTIALITY**

During the course of employment, you will have access to confidential information of significant commercial value and importance to the ongoing business and interests of Trixter and its clients. The unauthorised disclosure of such confidential information could cause considerable loss or damage to the Company and to clients.

15.1 Accordingly, you must not at any time during your employment, or after termination of employment, for any reason, disclose, use, copy, reproduce (in whole or in part) or remove from Company premises or those of any client, any Trixter or Trixter clients' confidential information,

except as required for the proper performance of your duties as a Trixter employee or without prior written consent of your Manager.

15.2 At the end of your employment, you agree to return immediately, all confidential information of Trixter, or of Trixter clients, which is in a tangible form and that you hold or control. For this purpose, confidential information includes, but is not limited to, any written or oral information, whether in a physical or electronic form, of a commercial, operational, technical, financial or business nature and any information relating to patents, copyrights, trade secrets, systems, equipment, procedures, reports, and information of Trixter and of Trixter customers, clients, employees, suppliers, distributors or agents that is not publicly available except by breach of this employment agreement.

15.3 You will, upon request from the Company, deliver up for inspection by the Company:

- Any non-Company devices such as personal laptops, mobile phones and storage devices (any device capable of storing information, images or electronic copies i.e. personal hard drives, USB drives etc);
- Make available access to any personal or non-Company cloud or web based applications or storage repositories used by you in relation to you work with the Company;

in order that it can satisfy itself that you have complied with your security obligations including obligations in relation to confidentiality or commercially sensitive information and intellectual property. You will comply with any Company instruction to delete confidential or commercially sensitive information, or intellectual property belonging to the Company or over which the Company exercises control.

## **16. TERMINATION OF EMPLOYMENT**

16.1 Either party may terminate this Agreement by giving the other four weeks written notice.

16.2 The Company may:

- (a) pay you base salary instead of notice; or
- (b) require you to undertake reduced or alternative duties consistent with your abilities or require that you do not attend the workplace during the notice period. In that event, you will continue to receive your full remuneration, you will remain an employee of the Company, and will continue to be bound by your duties of confidentiality and fidelity for the rest of the notice period.

16.3 Despite the above clauses, the Company may terminate your employment without notice in the case of serious misconduct or other cause justifying summary dismissal.

16.4 You agree that Trixter may make deductions from any payment that may be due to you at termination, for any amounts that you owe to the Company.

16.5 If you are absent from work for more than three consecutive working days without notifying your manager and without reasonable excuse, you may be considered to have abandoned your employment and to have terminated this Agreement.

## **17. SUSPENSION**

17.1 Where Trixter considers it necessary for the protection of its operational and business interests or to investigate an allegation of misconduct or for health and safety concerns, the Company may require you to remain away from work on pay, while an investigation is conducted into the situation.

17.2 Prior to the decision to suspend, you will be given an opportunity to present your views on the matter. The suspension will be for a period no longer than is absolutely necessary. Where any suspension extends beyond two weeks, due to matters beyond the Company's control (such as a police investigation into your conduct), the suspension may continue without pay.

## **18. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

18.1 An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with Trixter.

18.2 Under the provisions of the Occupational Safety, Health and Working Conditions Code, it does not include any problem related to the fixing of new terms for your employment.

18.3 If you have concerns about your employment and how you are being treated, it will be important to talk to a Manager, to resolve these concerns.

18.4 If the Company cannot resolve the issue, you have the right to contact a lawyer, a union (if applicable), an advocate for advice and/or representation, or the Ministry of Labour and Employment who offer free information.

18.5 Either you or Trixter may request help from the Ministry of Labour and Employment free mediation service, which can provide assistance to enable working together and resolving the problem.

18.6 If the problem cannot be resolved by mediation from the Ministry of Labour and Employment or Trixter can refer it to the Employment Relations Authority where a solution is achieved through investigation of the facts and a determination made on the matter.

18.7 To raise a personal grievance, you should make Trixter aware of your problem (verbally or in writing) within 90 days of the personal grievance.

## **19. CRIMINAL CHARGES**

19.1 As you are employed in a position of trust, you are required to notify your Manager if, at any time during your employment, you are investigated or prosecuted (including having charges brought against you) for any criminal offence.

19.2 The Company may summarily terminate your employment in circumstances where you fail to comply with this clause or where any of the circumstances set above, or a conviction, impact, or may impact, on your ability to perform your duties, and/or bring the Company into disrepute or have the potential to bring the Company into disrepute.

## **20. COMMISSIONS**

20.1 You must not receive any payment, fee, gratuity, commission or other benefit (i.e. incentive or gift) other than from the Company in payment for any matter or thing connected with your duties, except with the Company's prior written consent.

## **21. ACKNOWLEDGEMENTS**

21.1 You acknowledge that all representations, whether oral or in writing, made by you when applying for this position about your qualifications and experience are true and correct.

21.2 You agree that you have not deliberately failed to disclose any matter, which may have materially influenced the Company's decision to employ you.

21.3 You acknowledge that you have been informed about your entitlements under the National and Festivals Holidays Act and your ability to obtain further information in regard to those entitlements from the Ministry of Labour and Employment.

21.4 You acknowledge that you have been advised to seek independent advice about the terms of this offer and have had sufficient time in which to do so. You agree that you understand the terms of this conditional employment and that you accept employment on those terms.

*Shaunak H Mody*

Signed:

For Trixter Cyber Solutions Private Limited

Position: CEO & Co-Founder

Date: 9 December 2021

## **Appendix A to Individual Employment Agreement**

Name Suneet Salian

Effective on a mutually agreeable date the following will apply:

### **1. Position Title**

Your position shall be Junior Cyber Security Engineer – Cyber Security Services Line. In this position you will be accountable to the Manager. The Company may amend your job title and/or your job description and the duties associated with the position, but not so as to change substantially the nature of the responsibilities of the position. The Company will provide you with appropriate training in skills necessary to carry out any amended responsibilities or duties. You agree to make every effort to adjust to such changes and at all times devote your best efforts to the business of Trixter, and to the performance of your assigned responsibilities.

### **2. Hours of Work**

You will be required to work no less than forty-five hours of work each week during normal working hours from Monday to Friday.

### **3. Location**

Your base office will be Mumbai.

Due to the changing nature of the Company's practice and operational requirements, you may be required to change your location of work from time to time. The Company will, however, consult with you and give reasonable notice of any proposed change in location and will provide relocation costs were deemed appropriate by the Company.

### **4. Remuneration**

Your remuneration for the first six or nine months, depending on your performance will be INR 8,000. A review of your remuneration will be undertaken post this period. Increases in salary shall be dependent upon your performance, market forces, and the Company's ability to pay any increases. Notwithstanding such review the company will be under no obligation to amend your current rate of salary at that time.

### **5. 120 Day Internship Period**

You agree that your employment with the Company is subject to an Internship period of 120 days commencing on the first day of your employment.

The Company may terminate your employment at any time during this period by giving you one week's written notice or payment instead of notice. You must give the Company four weeks' written notice should you wish to leave your employment during this period.

You accept that where you are dismissed during this period you may not bring a personal grievance or any other legal proceedings in relation to your dismissal.

## **6. Bonus Payments**

The Company at its sole discretion may determine to pay you a bonus from time to time during the continuance of this agreement. However, nothing contained in this agreement or in any other document, either expressed or implied, shall mean that an obligation exists for the Company to provide any bonus payments, except at its sole discretion.

**DECLARATION**

I, Suneet Salian, acknowledge that I have had adequate time to seek independent advice about the terms and conditions of the above documents. I fully understand and accept the terms and conditions of employment as set out in this Agreement.

Signature –

Date –

*Suneet Salian*

Witness Name –

Himanshu Maithani

Signature –

*Himanshu*

Ref: TTPL/INT/22-23/01

Date: 1<sup>st</sup> September 2022

To,

Shayana Tuscano  
Ghosali, Nandakhal,  
Virar (West).

Sub: - **OFFER LETTER FOR JOINING THERMOVISION TECHNOLOGIES (INDIA) PVT LTD.**

Dear Miss. Shayana,

It gives us immense pleasure in inviting you to join THERMOVISION TECHNOLOGIES (INDIA) PVT. LTD. as an Engineering trainee - Projects.

We wish to share with you the detailed terms & conditions which will govern your training program with THERMOVISION and also associate related guidelines applicable to all members of THERMOVISION including you. All these terms & conditions are subject to change based on business requirements and you shall abide by the updated policies. Please note that your appointment is subject to background check / reference check / pre-employment checks as applicable.

**Terms & conditions:****1. Working hours:**

You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.

**2. Compensation & benefits:**

You will receive monthly Gross compensation of Rs. 10,000/- (Rupees Ten Thousand only). You will be paid on pro-rata basis on number of days worked.

**3. Leave:**

The eligibility for leave and the quantum thereof will be as per the "Leave rules" applicable to the unit/Location you are assigned to.

Please note that staying away from duty without sanctioned leave shall be considered as unauthorized absence and would be strictly dealt with.

**4. Conduct:**

During your training period, you will carry out all directions and instructions issued to you by the Company, its officers & representatives. You will have to carry out your duties & obligations diligently and faithfully.

You should not at any time engage in or be concerned with or be interested, directly or indirectly,



in any business, work or activity other than that of the Company or commit any act prejudicial to the interest of the Company and / or its business.

You should devote your full time to the duties you are assigned to and shall not in any way divert your attention to the affairs of any other Company, firm or Organization.

**5. Weekly Off:**

Your weekly off shall be Sunday.

**6. Confidentiality of Contract:**

You are required to treat, as 'strictly confidential' the affairs of the Company and its customers, of which you may be cognizant. The confidentiality has to be maintained particularly about drawings, quotations, specifications and other manufacturing information, which you may have access to.

**7. Medical fitness:**

You are required to continuously maintain yourself in a state of good medical fitness so as to perform well and discharge your assigned responsibilities adequately while in employment. If at any point of time, during your employment with the Company, you are found to be medically unfit for the job or the role assigned to you, then your services can be terminated as per the Company's rules notwithstanding anything mentioned in this document or otherwise.

8. Other conditions will be applicable as per Company's policy.

Wishing you Good Luck,

Yours Faithfully,

For **Thermovision Technologies (I) Pvt. Ltd.**



**Ms. Smita Tuscano**  
**Manager Accounts & Admin**

I have carefully read and understood the above offer terms and agree that the provisions of this letter are reasonable and necessary, and accept the same irrevocably and unconditionally. I agree to update myself of all company policies and associate related guidelines and adhere to them during my tenure of training with the company.

Signature: Stuscano

Name: Shayna Nicholas Tuscano

Date: 1<sup>st</sup> september 2022

**14<sup>th</sup> October, 2021**

**Aditi Pai  
Fr. Agnel College**

**Ref: Internship Offer Letter**

**Dear Aditi,**

With reference to the Interview you had with us, we are pleased to offer you an opportunity of internship with Chenoa Information & Software Services Pvt. Ltd. Below are the details.

**Period:** 6 months

**Stipend:** Rs. 8000 per month (Rupees Eight Thousand Only)

You are expected to join us on **3<sup>rd</sup> January, 2022.**

Kindly confirm the acceptance of this offer latest by **14<sup>th</sup> October, 2021** by signing and returning the duplicate copy of this letter.

We look forward to a long and fruitful association with you.

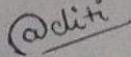
Thanking you,

**Yours faithfully,  
For Chenoa Information and Software Services Pvt. Ltd**

**PARAG DOSHI** Digitally signed by PARAG DOSHI  
Date: 2021.10.14 18:01:36 +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: 15/10/2021

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May 3, 2022  
Chris Jackson Fernandez  
UCD ID Number: 921548573

Dear Chris Jackson,

Congratulations! It is my distinct pleasure to inform you that you have been admitted as a graduate student at the University of California, Davis, for the M.S. program in Computer Science for Fall Quarter 2022.

UC Davis is a dynamic and unique campus, set in a pleasant physical environment. Graduate education is an important priority at UC Davis and you will find many opportunities here to grow professionally and personally. If you are in the process of deciding between graduate schools, we hope you will give us every chance to persuade you to choose UC Davis. In addition to the specific aspects of the graduate program to which you have been admitted, other reasons to consider UC Davis include an internationally-known faculty; a low student-faculty ratio; first-rate research facilities; and an atmosphere that promotes collaboration. UC Davis and the surrounding community are great places to live, work and study.

We sincerely hope that you will choose to enroll at UC Davis, and ask that you inform us of your decision as soon as possible. *To accept or decline your admission offer*, click on the "Return to Application Status" hyperlink which is displayed at the bottom of this letter. Then, complete the Statement of Intent to Register form located on your Application Status page, found in the Forms section of the page.

The graduate advisor or program staff member in your graduate program will be happy to discuss the program, course enrollment, and faculty interests at UC Davis. Your graduate program coordinator is your point of contact concerning any financial support that you will be offered or for which you have applied. Information on enrollment and fee payment will be sent at a later date. Please continue to check your email for additional notices from UC Davis.

Once again, congratulations on behalf of all of us here at UC Davis. We will do everything in our power to ensure that your graduate experience is a rewarding one, and I look forward to welcoming you to our university.

Sincerely,

Jean-Pierre Delplanque  
Vice Provost and Dean - Graduate Studies





Faculty of Graduate Studies & Office of Quality Assurance  
401 Sunset Avenue  
Windsor, Ontario, Canada N9B 3P4  
www.windsor.ca/graduate

March 21, 2022

Yameen Tanveerhusain Ajani  
36A, Elco Arcade 84 Hill Road, Bandra West  
Mumbai, MH, 400050  
India

UWin ID: ajaniy  
Student Number: 110096721  
PIN: 811291  
Offer Expiry Date: April 11, 2022  
DLI: O19358946722

Dear Yameen Tanveerhusain,

Congratulations! We are pleased to offer you admission to the University of Windsor in the following graduate program:

**Academic Program/Plan:** MSe-Computer Science  
**Program/Plan Start Date:** Fall 2022  
**Duration of Program:** 2 years  
**Enrollment Status:** Full Time

In accepting this offer, you will be joining a welcoming community of exceptional students, award-winning faculty and researchers and dedicated staff who are working together to explore and address the problems of the world. Our rich academic programs and exciting opportunities for experiential learning produce graduates who enjoy challenging and rewarding careers.

**HOW TO RESPOND TO YOUR OFFER**

You must accept (or decline) your offer of admission through eGAS:

- Log into eGAS
- Click the Offer Acceptance tab
- From the Details drop-down menu, select an option (accept, decline or defer if applicable for your program)
- Click Save

**Conditions and Provisions:**

**Transcript(s):**

Final transcripts indicating all courses & grades must be submitted prior to the end of the first academic semester. Documents must be received directly from your institution or delivered in a sealed envelope issued from your institution to the Office of the Registrar-Graduate Division.

**Date Due:** December 1, 2022





OFFICE OF ADMISSION

April 20, 2022

Rahul Santosh Shinde  
103A, Bhakti Sagar Apts , S J Marg, Lower Parel (w  
Mumbai, In-Mh, 400013,  
India

Dear Rahul Shinde,

Congratulations on your admission to graduate study at the University of Southern California. Your academic records indicate that you will make a significant contribution to academic life at the university.

You have been admitted as a graduate student in Computer Science (Artificial Intelligence) within the Andrew and Erna Viterbi School of Engineering for Fall 2022. Your degree objective is the Master of Science. Please include your USC ID (6483-7851-27) whenever you correspond with the university. This admission is offered subject to your maintaining your present level of academic achievement. If you have not already done so, you must provide proof of satisfactory completion of any studies in progress, and submit final academic records from each institution you have attended. Important information about placement exams and orientation will be sent to you by e-mail. While enrolled at USC, you are expected to maintain a 3.0 GPA or better to remain eligible to complete your degree. Please note that any courses taken outside of those specified for your degree program in the USC Catalogue require advance approval from your department. Change of major requests may be submitted only after completion of your first semester. Please carefully review the Continuing Registration Requirement information which lists all the requirements you must meet within your first term(s) of USC enrollment to continue in your degree program. You must meet with a staff advisor to resolve these conditions.

We encourage you to review the admitted student portal at [gradwelcome.usc.edu](http://gradwelcome.usc.edu), which includes specific information about registration and enrollment. You will also find a link to the portal at [you.usc.edu](http://you.usc.edu) when you click on the Statement of Intent button. Please submit the Statement of Intent: Graduate Studies form whether or not you decide to enroll at USC. Certifying your USC enrollment will allow you to create your university e-mail account, register for Graduate Student Orientation, and access your USC records.

As an international student, you have also demonstrated adequate financial support to receive an I-20 or DS-2019. This will be issued to you once you certify to enroll at USC. You must use this document to obtain a visa for entrance into the United States.

We are delighted to officially welcome you to our community of scholars, and look forward to seeing you on campus!

Sincerely,

  
Timothy J. Brunold





# Certificate of Admission

65 Davidson Road, Proctor Hall  
Piscataway, New Jersey 08854  
Phone 848-932-7711  
[grad\\_help@gradadm.rutgers.edu](mailto:grad_help@gradadm.rutgers.edu)  
<http://gradstudy.rutgers.edu>

Sakshi Sunil Ghadigaonkar  
B-104, Dhuri Shweta,  
Dhuri Complex, Om-Nagar  
Vasai-West, 401202 India

Rutgers University ID (RUID): 218002664  
Residency for tuition: out of state  
Degree Admitted For: MS  
Program Admitted To: Computer Science  
Concentration: Machine Learning  
Semester of Admission: Fall 2022

Special Conditions (if applicable): You must provide official undergraduate transcripts showing degree awarded.

Adviser (if assigned):

April 29, 2022

Dear Sakshi Sunil:

Congratulations on your admission and welcome to graduate study at Rutgers.

Review your personal information above. If any changes are necessary, please contact the Graduate Admissions Office. You must satisfy any special conditions cited: if conditioned for transcripts, please send to the Graduate Admissions Office within two weeks after the beginning of the term for which you have been admitted.

- Accept or decline your offer of admission online at <https://gradstudy.rutgers.edu/apply/new>. Even if you decline this offer of admission, your courtesy in informing us may open a position for another applicant.
- Registration instructions may be accessed online at <http://nbregistrar.rutgers.edu/grad/index.htm>. Any registration questions may be addressed to [gradreg@registrar.rutgers.edu](mailto:gradreg@registrar.rutgers.edu).
- All health and immunization requirements and forms are found on the Rutgers Student Immunization Portal <https://rutgers.medicalconnect.com>. Select Rutgers, The State University of New Jersey from the dropdown list and then login to the Portal using your NetID and password. Follow the instructions for the four steps to complete your immunization and health requirements.
- If you are interested in on-campus housing, please review the Rutgers Graduate Housing website at <http://ruoncampus.rutgers.edu/graduate-student-housing/>.

Thank you for your interest in Rutgers, The State University of New Jersey. I hope that your graduate experience here will be rewarding.

Sincerely,

Linda J. Costa  
Director  
Graduate and Professional Admissions  
e-mail: [linda.costa@rutgers.edu](mailto:linda.costa@rutgers.edu)





1001 Fanshawe College Boulevard  
Office No - E2025, London,  
Ontario, Canada  
N5Y 5R6

05/31/22  
1155695  
Shorn Nelson Correia  
(Represented by: Global Opportunities)  
306/3, Moni Villa Nandan Fr Frank Lobo, Marg, Virar West  
Palghar,  
India 401301

### Letter of Admission

Deadline Date for Fees Payment (MM/DD/YY): 06/30/22

Dear Shorn Nelson Correia,

Congratulations! You have been accepted to Fanshawe College for your post-secondary studies in Canada subject to fulfillment of the conditions below. Do not submit to Immigration, Refugees and Citizenship Canada (IRCC) for study permit.

Fanshawe College Student ID	: 1155695
Date of Birth	: 08/16/00 (MM/DD/YY)
Type of School	: Public; Member, CICA <a href="http://www.collegesinstitute.ca">www.collegesinstitute.ca</a> ; DLI # O19361039982
Program of Study	: BIA1B - Business and Information Systems Architecture, London South Campus
Academic Status	: Full Time
Level of Study	: Graduate Certificate
Semester of Study	: Level Year 1
Program Start Date	: 01/04/23 (MM/DD/YY)
Length of Program	: 2 Years (4 Levels)
Co-Op/Work Term	: N/A
Expected Date of Completion	: 08/31/24 (MM/DD/YY)
Fees	: C\$ 17678.63
Fees Due	: C\$ 17678.63 (Approximate and subject to change)
Fees Payment Deadline	: 06/30/22 (MM/DD/YY)
Condition(s) (if applicable)	: Completion of graduation with 50%. Do not submit to IRCC for study permit. Student accepted under SDS.
Last date to update your visa	: 12/20/22 (MM/DD/YY)
Last date for registration	: 12/29/22 (MM/DD/YY)

Program fees for International students for are listed here by Program Name:  
[https://www.fanshawec.ca/sites/default/files/2021-06/international\\_fees\\_2021.pdf](https://www.fanshawec.ca/sites/default/files/2021-06/international_fees_2021.pdf)

The Deadline Date is important, as your seat is not confirmed until full payment has been made. Your seat will be confirmed subject to availability of seats in your program at the time of your payment. To hold your place, the fee of C\$ 17678.63 must be received by the "deadline date" mentioned above. Payment should be made in Canadian dollars through Flywire ONLY. The fee receipt can be downloaded from your Flywire account approximately 48-72 hours after making the payment.

Arrival Services are provided at no additional charge to all new international students. This includes pre-departure briefings, transportation from Pearson Airport to London (or a Fanshawe regional campus), and preferred rates at Fanshawe partner hotels.

In the most recent Ontario College Key Performance Indicators (KPI) survey, Fanshawe ranked above the provincial average for Graduate Employment Rate (85.8%), Graduate Satisfaction Rate (80.8%), Employer Satisfaction Rate (95.8%) and Graduation Rate (69.7%).

Once your visa is approved, you MUST email [atandon@fanshawec.ca](mailto:atandon@fanshawec.ca) before 12/20/22 (MM/DD/YY). We look forward to seeing you in Canada at Fanshawe College.





**LUDDY SCHOOL OF  
INFORMATICS, COMPUTING,  
AND ENGINEERING**

INDIANA UNIVERSITY

March 3, 2022

Yash Santosh Khasgiwala  
501/B, PRAKASH APTS  
NAVJEEVAN SCHOOL LANE, MALAD (EAST)  
Mumbai, Maharashtra  
400097  
India

Dear Yash Santosh:

Re: University ID: 2001064841

Congratulations! It is my pleasure to inform you that you have been granted admission to the Luddy School of Informatics, Computing, and Engineering's **Data Science MS Residential** program beginning in **Fall 2022**. The faculty are very excited at the prospect of having you in our graduate program. Our students have extraordinary opportunities such as internships, research, cultural programs, and global connections. We have an outstanding graduate program, and we hope you will accept our offer.

This offer is contingent upon **final approval** by the Office of International Services and the Dean of the University Graduate School.

Our offer **expires on April 15, 2022**. Once you have made your decision, please let us know by completing the Luddy Fall 2022 Student Decision Form at <https://go.iu.edu/4eXl>

If you have any questions or need additional information, please contact [GoLuddy@iu.edu](mailto:GoLuddy@iu.edu)

We congratulate you on your academic achievements. We are very excited at the prospect of having you in our graduate program, and we look forward to learning of your decision.

Warm regards,

Selma Šabanović  
Associate Dean of Graduate Education







UCD Registry - Admissions  
Ternoy Building  
University College Dublin  
Belfield  
Dublin 4  
Email: [internationalinquiries@ucd.ie](mailto:internationalinquiries@ucd.ie)  
Phone: +353 1 716 6900

Yohann Vijaykumar Nadar  
802, Swagat Society, Plot No. 45,  
SVP Nagar, Mhada,  
Andheri West, Maharashtra  
Mumbai  
400053  
India

27 Oct 2021

Applicant ID: **A10626391**  
Application Number: **884842**

Dear Yohann Vijaykumar,

We are delighted to inform you that following assessment of your application, you have been offered a place on our MSc Computer Science (Negotiated Learning) FT course.

The details of your offer are as follows:

Course name: T150 Computer Science  
Course commencement date: 07 September 2022\*  
Offer status: Conditional Offer  
Acceptance deadline: 24 November 2021  
Course duration: 1 Year Full Time  
2022/2023 Tuition Fee: EUR 26,400.00\*

Your offer is conditional on:  
successful completion of your degree, maintaining an overall CGPI of 7.0 or higher and submission of your final official transcripts.

Please understand that this offer is based on our belief that you have furnished us with accurate information in your application (e.g., level of programming ability and appropriate language skills). It is important that all students joining the programme are aware of this as there will be no provisions made for students that demonstrate poor performance due to inadequate programming capability for example, \_x000D\_

\_x000D\_ The Induction Day will be held on Monday 6th September and it is obligatory for students to attend. The timetable for this will be emailed nearer to the date. Students will have their Student Needs Assessment during the period Tuesday 7th to Thursday 9th September. At this time you will have the opportunity to negotiate your individual learning contract which will specify the modules that you will be enrolled in for the Autumn and Spring terms of your course. \_x000D\_

\_x000D\_ ILEP Prog Ref No: 0032/1929





March 22, 2022

Dear Dion Trevor,

It is my pleasure to inform you that you have been admitted to the Master of Science in Engineering (MSE) program in the Computer Science Department at the Johns Hopkins University for the Fall 2022 semester. Congratulations!

We encourage you to visit our departmental website, <https://www.cs.jhu.edu/research/>. You may also wish to take a look at our Graduate Admissions site to get further information about Baltimore and student life at Johns Hopkins - <https://engineering.jhu.edu/student-life/>. You will be assigned an initial academic advisor before you arrive.

The first day of classes for the Fall 2022 semester is Monday, August 29, 2022.

The department regrets that we cannot offer any financial aid to MSE students. However there may be additional aid options or resources available through the JHU Office of Financial Aid - <https://finaid.jhu.edu/graduate-aid/>. Moreover, most of our MSE students do obtain student employment upon arrival. While Teaching Assistant and Research Assistant positions are available only to enrolled PhD students, there are many positions available as CS course assistants, or in a variety of other roles across the university. You can apply for these positions through the University Experiential Learning (UEL) when you arrive. UEL will host student job fairs during the first month of school.

The Johns Hopkins University requires health insurance for all full-time students. All graduate students are required to meet the University's pre-entrance health requirements and provide proof of immunity to certain communicable diseases prior to registration. The department will forward the information/instructions from the Student Health and Wellness Center.

**This offer of support is valid until April 16, 2022.**

If you intend to accept, please do the following:

- a) Wait for the notification + instruction letter from the JHU Graduate Admissions Office. This should be sent to you within 48-72 business hours of receiving your department letter (i.e. this letter).
- b) Log back into your application portal where an updated link will be available with instructions. Follow the "HOW TO ACCEPT THIS OFFER" instructions provided in the Graduate Admissions Office (GAO) letter to officially confirm your enrollment in the Slate Admissions system.
- c) Be sure to submit your [final documents](#) to the Office of Graduate Admissions and Enrollment.



# Northeastern University College of Engineering

3/21/2022

130 Snell Engineering Center  
Northeastern University  
360 Huntington Avenue  
Boston, MA 02115

617 373 2711  
f 617 373 2501

[www.coe.neu.edu/gse](http://www.coe.neu.edu/gse)

SWINI RODRIGUES  
ELANTI, GASS, MOTHY SARGODI 1, NALLASOPARA WEST  
VASAI, PALGHAR  
Mumbai 401203  
India

Dear Ms. Swini Rodrigues:

I am pleased to inform you of your acceptance into the *Graduate School of Engineering* at Northeastern University as a Full-time Regular student in the Masters degree program.

This action is by recommendation of the Admissions Committee following a thorough examination of your preparation and qualifications for graduate work. In accordance with your undergraduate studies, your degree designation will be Master of Science in Information Systems and will begin the first day of classes of the Fall 2022 term. Please go to [Northeastern's Office of the University Registrar website](#) to view the university calendar. Please also refer to the below student advising and registration information for important information regarding your studies including your initial point of contact in your department of admission. Note that your offer of admission is contingent upon your satisfaction of all local, state and federal laws.

The *Graduate School of Engineering* is available to assist you with any questions that you might have concerning your studies. On behalf of the Graduate Admissions Committee, I welcome you to the *Graduate School of Engineering* at Northeastern University.

Sincerely,



Dr. Waleed Meleis  
Associate Dean for Graduate Education





# CLEVELAND STATE UNIVERSITY

CSU ID: 2860764, 2860764

Aniruddha Mahesh Chaudhari  
Swedbindu 11, Shanti Nagar Bhusawal  
Jalgaon Maharashtra 425201

Dear Aniruddha Mahesh,

Congratulations! Thank you for applying through the Graduate Direct application process. On behalf of the College of Graduate Studies, I am pleased to inform you of your acceptance to Cleveland State University for the Fall 2022 Term. Our records show that your intended program of study is M.I.S. Information Systems.

We are confident that your academic background and unique experiences will contribute to our diverse graduate student community and tradition for academic excellence. Furthermore, we believe that you are the type of motivated student that will thrive in Cleveland State University's engaged learning environment.

Along with this letter you will receive information on next steps: your visa document and instructions, health insurance requirements, and the academic calendar, among other important information. In addition, read about your options for housing and meal plans, instructions to arrange for airport pick-up, and details about the upcoming orientation program that you will attend. Please also prepare your official transcripts for presentation upon arrival.

Cleveland State Global offers a variety of support services for international students designed to help you prepare for your arrival and acclimate to your new life on campus at Cleveland State University. Student support services include visa interview preparation, assistance with your year-one course selection, advising, and pre-arrival support. You will have access to signature student experiences including airport pick-up, cultural events, and career and internship preparation. All students participate in student orientation, and our dedicated advisors are available to assist you with flexible course selection and registration.

As you continue to move forward with the next phase in your educational career, we are here to help you and to answer any questions you may have about Cleveland State University. Please contact us at [admissions@clevelandstateglobal.org](mailto:admissions@clevelandstateglobal.org).

Cleveland State University is the university of choice for talented students who are intellectually curious, serious about their studies, and intent on advancing their lives through higher education. I believe that you will find your program of study challenging and rewarding and look forward to seeing you on campus very soon.

Again, I offer the warmest congratulations on your admission. On behalf of the College of Graduate Studies, I welcome you to Cleveland State University!

Sincerely,

John P. Holcomb, Jr., Ph.D.  
Vice Provost for Academic Programs  
Dean, College of Graduate Studies





TEACHING AND LEARNING PROCESSES  
ADMISSIONS OFFICE  
NAAMSE STRAAT 22 BOX 54 10  
3000 LEUVEN, BELGIUM



OUR REFERENCE Admission letter  
YOUR REFERENCE Noel James / 0918954 / 000000263966  
LEUVEN 2022-03-09

**ADMISSION LETTER**  
**Noel James - Indian - 7/10/2000**

Dear Noel James,

We are pleased to inform you that you have been accepted as a student of KU Leuven in accordance with the stipulations of Higher Education Code of Flanders, Belgium. Congratulations and welcome to your Alma Mater.

You are hereby granted admission to the programme **Master of Astronomy and Astrophysics (Leuven)** for the academic year 2022 - 2023 in the Faculty of Science at campus Leuven.

Your student number is **r0918954**.

The admission is granted on the basis of your secondary school diploma awarded in India and on the condition of obtaining your Bachelor in Electronics Engineering, University of Mumbai, India, 2022.

We look forward to having you among our students and wish you an enriching study period at our university.

Yours sincerely,

Jan Raeymaekers  
Manager  
Teaching and Learning Processes





2022-02-16

Mr. Lochan Chitnis  
B7/4, Mahindra Nagar, Dayabhai Patel Road Malad East  
Mumbai, Maharashtra 400097, IN

Dear Mr. Lochan Chitnis:

Congratulations! It is my pleasure to offer you provisional admission to Clemson University's Graduate School for the MS program in Automotive Engineering for Fall 2022.

Our records indicate that we do not have official documentation confirming that you have received your degree(s). You must provide the Graduate School with final official transcripts for your bachelor's and any subsequent degrees. They must state the degree earned and date awarded. Additionally, for students enrolled at institutions outside of the United States, an official copy of a diploma or a degree certificate issued by the institution and showing receipt of all degrees and dates awarded may be needed, if not stated directly on the final official transcript. Please note that this provisional acceptance does not hinder you from registering for classes. However, your official documentation must be provided to the Graduate School before the end of your first semester of graduate study. A registration hold is placed on students who have not submitted all final-official transcripts.

We are very much interested in learning whether you plan to accept our offer of admission, so please indicate your decision to accept or decline our offer as soon as possible. You may do this through the application portal by clicking the "Complete Your Decision Form" button.

Specific questions regarding assistantships or fellowships, registration, and prerequisites should be directed to faculty and staff in the program. Please note that some graduate programs have academic or professional requirements or prerequisites. It is your responsibility to understand the requirements of the degree program as described in the graduate program handbook and to consult with the department if necessary to verify satisfaction of those requirements. Contact information for representatives of all graduate programs is available at: <http://www.clemson.edu/graduate/academic/program-contacts.html>

Enrollment at Clemson University is contingent upon verification of your lawful presence in the United States, pursuant to South Carolina Code of Laws, Section 59-101-430.

In addition, please visit: <http://www.clemson.edu/graduate/students/new-student-to-do.html>. This website contains pertinent information to assist you as you make preparations to begin your graduate studies at Clemson University.

Again, congratulations on your admission. We look forward to welcoming you as a member of Clemson's community of scholars.

Sincerely,

A handwritten signature in black ink that reads "John M. Lopes".

John M. Lopes, PhD  
Associate Provost and Dean of the Graduate School  
C31 (20) MS-AUE-F CGE





New Jersey Institute of Technology  
University Heights  
Newark, NJ 07102-1982  
973.596.3300  
admissions@njit.edu  
University Admissions

April 25, 2022

Ashlyn Dias  
B1001, Vailankanni Towers, Mari Nagar, S.B. Marg, Mahim  
(West), Mumbai-400016  
Mumbai, Maharashtra 400016  
India

NJIT ID:31593896

Dear Ashlyn:

Congratulations! On behalf of the Admissions Committee at **New Jersey Institute of Technology**, it is my pleasure to offer you admission to the **Master of Science in Engineering Management** program for Fall 2022.

For over 140 years, NJIT has provided students with a cutting-edge, technology-driven education. Today, we are one of the nation's top universities preparing students, like you, to be future leaders in technology. As a graduate student at NJIT, you'll gain valuable experience through distinguished faculty and the latest innovations. You'll also have the opportunity to build professional relationships and learn alongside your peers in a vibrant and diverse community where everyone is invested in your success.

To secure your place at NJIT, visit [tuitiondeposit.njit.edu](http://tuitiondeposit.njit.edu) and submit your \$250 deposit June 1, 2022.

The details of your admission are as follows:

NJIT ID: 31593896  
Admission Conditions: None

Once again, congratulations on your admission to NJIT! We are thrilled to be sharing these exciting news with you and are confident you have much to contribute to the NJIT community.

Please don't hesitate to contact us if you have any questions.

Sincerely,

Stephen M. Eck  
Executive Director of University Admissions





# Northeastern College of Professional Studies

January 11, 2022

NUID: 002760342

Campus: Boston

Dear Ronak:

It is my pleasure to inform you that you have been accepted into Northeastern University's College of Professional Studies Master of Science in Project Management program for the Fall 2022 term at the Boston campus with a September start date.

Our regionally accredited programs provide an educational experience that is founded on proven scholarship strengthened through practical application and sustained by academic excellence. Here at the College of Professional Studies, we are committed to providing you with a high level of academic excellence and superior service.

Your acceptance to the College of Professional Studies is granted under the following condition(s):  
You must submit final official transcripts showing degree conferral and date.

Additionally, your offer of admission is contingent upon your satisfaction of all local, state, and federal laws.

Upon successfully meeting the condition of your acceptance, you will be formally accepted into the program and admitted to the University. If the condition is not met, your conditional admittance will be rescinded and you will not be able to continue to register for classes. Should any changes to your condition of acceptance and/or program requirements occur, you will be notified of the changes and be held to any new standards put in place.

Now that you have been accepted, please confirm that you plan to attend by completing the enrollment confirmation form. This is also a great time to visit our website for accepted students which will help guide you through the enrollment confirmation process and important next steps such as activating your myNortheastern account, submitting official transcripts, and exploring program curriculum.

In addition, you can view our current course offerings online at <https://registrar.northeastern.edu/group/catalog/>. It is important to note that you are required to follow the program curriculum that is in effect during the Fall 2022 term. Please review the curricula at the beginning of your start term to be sure you have the most up to date information.

Registration will open six weeks prior to the start term. Once registration is open for the Fall 2022 term, you should create your myNortheastern account. myNortheastern is a portal where you will receive critical information from the University and College, access billing and course information, and several other student related items. Once you have created your account you can proceed to register for classes via the student portal.

All admitted students who will be studying with an F-1 visa would need a Form I-20. Please contact the office of Global Services to begin your I-20 process at <https://international.northeastern.edu/ogsl/getting-started/>

On behalf of the faculty and administration at Northeastern University, I would like to congratulate you on your admission. I am sure you will find the College of Professional Studies an exciting and intellectually challenging place to further your education.

Sincerely,



David Fields, Ph.D.  
Senior Associate Dean  
Academic and Faculty Affairs  
Professional Programs  
College of Professional Studies  
Northeastern University





## Graduate School

March 31, 2022

[Download PDF](#)



Graduate School  
UNIVERSITY OF COLORADO **BOULDER**

Mr. Viraj Gopalbhai Patel  
12/5 Bhagawan Raja Nagar, Patel Estate Road, Jogeshwari (West)  
Mumbai, Maharashtra 400102  
India

Dear Mr. Viraj Gopalbhai Patel:

Congratulations! It is a great pleasure to inform you that you have been admitted to the Department of Electrical, Computer & Energy Engineering - MS program at the University of Colorado **Boulder**, beginning in the Fall 2022 term. For tuition classification purposes you are considered a Non Resident. As a CU Boulder student, you will join a community of faculty, staff and students committed to outstanding scholarly achievement, diversity and collaborative research that will prepare you to be a leader in your field.

On your status page you will find a link with information regarding additional visa requirements needed to confirm your admission. If you have any questions about these requirements please contact the international admissions office by emailing [intlgrad@colorado.edu](mailto:intlgrad@colorado.edu).

The ECEE Department provides an outstanding academic environment, with state-of-the-art facilities and faculty dedicated to mentorship, teaching, and helping graduate students fulfill their highest potential. The Boulder campus is located in one of the most beautiful areas in the United States. Nestled in the foothills of the verdant Colorado Front Range, the Boulder area is famous for its easy access to all the great outdoors has to offer, including skiing, hiking, and rock climbing.

We are certain you will enjoy and benefit from your experience here as a graduate student. We are looking forward to having you join us this Fall 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rafael Piestun'.

Rafael Piestun, Professor and Graduate Director  
Adam Sadoff, Graduate Advisor  
Lori Meehan, Graduate Advisor



# N Northeastern University College of Engineering

3/21/2022

130 Snell Engineering Center  
Northeastern University  
360 Huntington Avenue  
Boston, MA 02115

617.373.2711  
f 617.373.2501

[www.coe.neu.edu/gse](http://www.coe.neu.edu/gse)

Heena Shah  
303, Bhoomi Apartment, Mahavir Nagar  
Dahanukar wadi, Kandivali West  
Mumbai 400067  
India

Dear Ms. Heena Shah:

I am pleased to inform you of your acceptance into the *Graduate School of Engineering* at Northeastern University as a Full-time Regular student in the Masters degree program.

This action is by recommendation of the Admissions Committee following a thorough examination of your preparation and qualifications for graduate work. In accordance with your undergraduate studies, your degree designation will be Master of Science in Information Systems and will begin the first day of classes of the Fall 2022 term. Please go to Northeastern's Office of the University Registrar website to view the university calendar. Please also refer to the below student advising and registration information for important information regarding your studies including your initial point of contact in your department of admission. Note that your offer of admission is contingent upon your satisfaction of all local, state and federal laws.

The *Graduate School of Engineering* is available to assist you with any questions that you might have concerning your studies. On behalf of the Graduate Admissions Committee, I welcome you to the *Graduate School of Engineering* at Northeastern University.

Sincerely,



Dr. Waleed Meleis  
Associate Dean for Graduate Education





Kartik Salián,  
901 Regent Orchid,  
Hardevibai Soc, off caves road  
Jogeshwari east  
Mumbai  
Maharashtra  
India

**Date of Offer: 16/11/2021**

Dear Kartik,

**Conditional Letter of Acceptance: Computer Science - Data Analytics (MSc) - CSD  
Student ID: 2222251**

I am pleased to confirm that you have been **conditionally accepted** in the course **Computer Science - Data Analytics (MSc) - CSD** for the entry term **Autumn 2022** at the National University of Ireland, Galway in accordance with the usual Rules and Regulations of the University. The details of the offer are as follows:

<b>Programme:</b>	<b>Computer Science - Data Analytics (MSc) - CSD</b>
<b>Level:</b>	<b>Taught Masters</b>
<b>Mode:</b>	<b>Full Time</b>
<b>Teaching Starts:</b>	<b>Monday, 5th September 2022</b>
<b>Annual Tuition Fee:</b>	<b>€24,140</b>
<b>Deposit Paid:</b>	<b>€1,000.00</b>

*\*Tuition fees are subject to annual review.*

Your course acceptance and payment of non-refundable deposit is acknowledged.

Please note that applicants from **VISA Required Countries (except India)** will need to pay **€6,000** towards their **Tuition Fees** in order to obtain **VISA approval**. Applicants from **India** are required to pay **50%** of their tuition fees in order to obtain **VISA approval**.

If you are an applicant from a **Visa Exempted Country**, then you can ignore the above message. A list of **Visa Exempted Countries** can be found [here](#).

**This offer is contingent on the following:**

- Achieving a 1st Class Honours or above in your undergraduate degree (Level 8)
- Status: Not Received





The Graduate School  
graduate-school@ncsu.edu

1020 Main Campus Drive  
Suite 2300A, Campus Box  
7102  
Raleigh, NC 27695

03/30/2022

Dhruvil Jignesh Shah (Student ID: 200473649)  
6/26, Kalyan Bldg, 3rd Floor, Khadilkar Road, Girgaon, Mumbai - 400004  
Mumbai, Maharashtra 400004  
India

Dear Mr. Shah,

I am pleased to notify you of your admission to the Graduate School at NC State. We look forward to having you join us and trust that you will find your experience here a rewarding one. [Learn more](#) about graduate education at NC State. Our records on your admission carry the following information:

<b>Admission status:</b>	Full Admission *
<b>Degree Program:</b>	Master of Computer Science (MR) - On-Campus
<b>Intended enrollment term:</b>	Fall 2022
<b>Tuition Classification:</b>	Out-of-state
<b>Unity ID:</b>	dshah6 ( <a href="#">Click here to learn more about your Unity ID.</a> )

Once you have used your unity ID to login to an NC State system, you may need to sync your password, if you are not able to [log in](#) to learn how to sync your password.

**Admission Information:** Please review the [new student checklist](#) for important information to get you started in your graduate education at NC State!

Students are admitted to a specific semester or summer term. If you wish to request a deferral of your admission, you must notify the graduate program to which you applied. Your program must then send a written request to the Graduate School asking that your admission date be changed. If this request is approved, your online admission letter will be updated and you will be notified. Please note that admission may be deferred no more than one year beyond the original entry semester/year noted above. You have up to one year from original application submission date to request a deferral. Important information regarding registration is available at the following website: <https://studentservices.ncsu.edu/your-classes/registration/>.

**Enrollment Information:** Your graduate program requests that you indicate your intent to enroll by completing the enrollment form (available via your application status portal) AND that you pay a \$500 non-refundable enrollment deposit by **June 15 for Fall and Summer Terms, or November 15 for the Spring Term**. Note that some programs may require an earlier deadline for payment.

**Immunization Record and Report of Medical History:** Submit your Report of Medical History to Student Health Services immediately upon acceptance to ensure you are in compliance with North Carolina Immunization law. We strongly encourage new students to submit records of required immunizations online at <https://sso.medicalconnect.com>. Check your NCSU e-mail for updates.

**Transcripts:** Please make sure that you have sent the Graduate School official transcripts of all coursework taken and all degrees awarded at any institution of higher learning that you have attended. If you are currently enrolled at such an institution, upon completion of your program there, you should ask the registrar to send the





130 Snell Engineering Center  
Northeastern University  
360 Huntington Avenue  
Boston, MA 02115  
617 373 2711  
f 617 373 2504  
www.coe.neu.edu/gse

3/10/2022

Lance Main  
'Trinity', Mariyanagar, Bhuigaon  
Vasai West, Palghar  
Maharashtra  
Vasai 401201  
India

Dear Mr. Lance Main:

I am pleased to inform you of your acceptance into the *Graduate School of Engineering* at Northeastern University as a Full-time Regular student in the Masters degree program.

This action is by recommendation of the Admissions Committee following a thorough examination of your preparation and qualifications for graduate work. In accordance with your undergraduate studies, your degree designation will be Master of Science in Information Systems and will begin the first day of classes of the Fall 2022 term. Please go to Northeastern's Office of the University Registrar website to view the university calendar. Please also refer to the below student advising and registration information for important information regarding your studies including your initial point of contact in your department of admission. Note that your offer of admission is contingent upon your satisfaction of all local, state and federal laws.


The *Graduate School of Engineering* is available to assist you with any questions that you might have concerning your studies. On behalf of the Graduate Admissions Committee, I welcome you to the *Graduate School of Engineering* at Northeastern University.

Sincerely,

A handwritten signature in black ink that reads 'Waleed Meleis'.

Dr. Waleed Meleis  
Associate Dean for Graduate Education



 **KELLEY SCHOOL OF BUSINESS** INFORMATION SYSTEMS  
GRADUATE PROGRAMS

January 31, 2022

Anu Ann Thomas  
Xaviers Center, Panampally Nagar  
Kochi, KERALA 400014, India

Dear Anu Ann:

Congratulations! I am excited to offer you admission to the Master of Science in Information Systems (MSIS) program at the Kelley School of Business, Indiana University. This is a significant accomplishment as you are invited to join a select community of future business leaders in preparing for an outstanding career.

You will significantly enhance your potential through Kelley's leading edge and experience-based curriculum presented by world-class faculty who are dedicated to your success. The opportunity to collaborate with the entire MSIS community of alumni, peers and staff ensures you gain the strong network to truly transform your career. We strive to provide every student with a transformational experience.

The following pages include the details of our specific offer to you that you will want to read carefully. Financial assistance awards are made at the time of admission. If you have been selected to receive an award, that information will be specified in the admission details within this document below.

To accept this offer of admission and secure your seat in the MSIS incoming class:

- Accept the offer Once you accept the offer you will be redirected to an IU Conferences site requesting you submit a non-refundable US\$500 tuition deposit via credit card. Please disregard this request as we are waiving this deposit.

This program will allow you to make a true investment in yourself, both professionally and personally, by challenging you to exceed your boundaries and develop into an individual dedicated to solving business problems with technology solutions. I am eager to begin this exciting journey with you and look forward to having you as part of the MSIS class.

Congratulations again!

Sincerely,



Bipin Prabhakar  
Chair, Information Systems Graduate Programs  
Fettig/Whirlpool Faculty Fellow  
Clinical Professor

Enclosures  
cc: Office of International Services





Ms. Melita Marcus Japhet  
B – 207, Snowbell Bldg., Lake Garden Complex, Papdi, M G Road, Vasai West,  
Palghar, Maharashtra 401207  
India  
melitajaphet@yahoo.co.in

Dear Ms. Melita Marcus Japhet,

Congratulations! I am pleased to inform you that the School of Engineering and Applied Sciences at the University at Buffalo (UB), State University of New York is recommending your admission for the Fall 2022 semester to the degree of Masters of Science in Engineering Science with a course focus in Data Science.

This letter constitutes a recommendation of admission only. **We are unable to offer you any funding for the cost of your attendance at the University at Buffalo.** Please note that we have a very large applicant pool and limited funds for scholarships and assistantships.

This admission offer is limited to the area of study and the degree indicated above. If you wish to change your area of study or degree at a later date, an additional application and review process may be required. At all times during your program of study, you will be required to maintain continuous enrollment, demonstrate satisfactory progress towards completing your degree, and adhere to all relevant Policies and Procedures of the Engineering Science with a course focus in Data Science Program and UB Graduate School.

At the University at Buffalo, as is the practice at most other major universities in the U.S., the admission of students to graduate programs is a shared responsibility of academic departments and the Graduate School. General questions about the admissions process should be communicated to the School of Engineering and Applied Sciences Office of Graduate Education at gradeng@buffalo.edu or 1-716-645-9099.

We are pleased that you have chosen to apply to the University at Buffalo and are very hopeful that you will join our program. Please inform us of your acceptance of this recommendation of admission by completing our online **Statement of Intent** form found in your **Application Status Portal** at your earliest convenience. Also, please note the required health documentation and instructions for International applicants, both of which are summarized as an addendum to this letter.

We are excited to have you join our program and look forward to seeing you soon in Buffalo, New York.

Sincerely,





Heinz College of  
Information Systems and Public Policy  
Carnegie Mellon University  
5000 Forbes Avenue  
Pittsburgh, Pennsylvania 15213-3890

March 25, 2022

Dishant Atul Vora  
D/507, Padmavati Complex  
Link Road, Kandivali West  
Mumbai, IN 400067  
India

Dear Dishant Atul,

On behalf of Carnegie Mellon University and our Admission Selection Committee, it is my great pleasure to offer you admission to the Master of Information Systems Management with study in Adelaide and Pittsburgh program. You have been selected to enroll in the Master of Information Systems Management - Global MISM Track beginning in August 2022. Your notable accomplishments, both academic and non-academic, have set you apart and established your potential as a leader and an agent of positive change.

Please respond to our offer of admission by completing the online **Admission Response Form** by **April 15, 2022**. Your Admission Response Form is available on your application status page (near the bottom of the page). Heinz College reserves the right to require all admitted students to successfully complete the Credentials Verification Process to be eligible to enroll. You will also be required to submit a final, official transcript from your undergraduate institution confirming the completion of your bachelor's degree with your date of graduation before starting classes at the Heinz College. Carnegie Mellon cannot confer graduate degrees to students who have not submitted proof of completing an undergraduate degree.

As a student who will complete your first two semesters of study at our location in Adelaide, Australia (CMU Australia), you will receive an additional, detailed offer letter from our team in Adelaide that will comply with Australian government requirements. For students who are accepting their admission offer, your letter from CMU Australia will also include information about submitting the required Written Agreement, your deposit, other required documentation, the immigration process for international students, and overseas student health cover (health insurance). Our team in Australia will also provide follow-up information about starting your program of study in Australia, the credential verification process, relocating to Adelaide, and resources available to students while studying in Adelaide. Global program students who will be international students for semesters 3 and 4 in Pittsburgh (in the United States) will receive information about applying for a US student visa during their second semester of study in Australia. Students who would like to plan ahead for their time in the United States may find the following websites to be helpful: [Financial Aid Information for International Students at Heinz College in Pittsburgh](#) and [Office of International Education \(OIE\) for Carnegie Mellon University \(main campus\)](#). Please note that OIE will not be able to assist with questions about your student visa for your first two semesters in Australia. Please contact our team in Adelaide for all Australian student visa concerns. If you would like to contact the CMU Australia Office of Admissions directly, you may do so by sending email to [admissions@australia.cmu.edu](mailto:admissions@australia.cmu.edu) or by calling +61 8 8110 9922.







The Graduate School  
graduate-school@ncsu.edu

1020 Main Campus Drive  
Suite 2300A, Campus Box  
7102  
Raleigh, NC 27695

03/30/2022

Shubham Kaneria (Student ID: 200484774)  
202, Inder Bhevan  
Dahanukar Wadi, Kandivali-West  
Mumbai, Maharashtra 400067  
India

Dear Mr. Kaneria,

The Engineering Management program has recommended that you be admitted to graduate school at North Carolina State University! Our university prides itself on the excellence of its graduate programs and the diversity of its student population. NC State is ranked among the top universities in the U.S. [Learn more](#) about graduate education at NC State.

Please return to your [applicant portal](#) to view all required checklist items. The decision is not final until the Graduate School performs a review of your application materials. We must receive and approve all checklist requirements in order to continue our review of your academic record. Once approved, you will receive notification. The Graduate School will then update its records to reflect your new admissions standing:

**Recommended Admission status:** Full Admission  
**Degree Program:** Master of Engineering Management (MR) - On-Campus  
**Concentration:** Supply Chain Engineering and Management  
**Intended enrollment term:** Fall 2022

Your graduate program requests that you indicate your intent to enroll by completing the enrollment form (available via your application status portal).

If you have any questions about your program's curriculum or financial awards (including assistantships), please contact the [graduate program](#) to which you applied.

If we can assist you with any other matters, please contact the Graduate School at [graduate-school@ncsu.edu](mailto:graduate-school@ncsu.edu).

Sincerely,

Peter Harnes, Dean

