Placement Offer Letters

(2020-21)

Banasthali Vidyapith

PO. Banasthali Vidyapith (Rajasthan)

Pin Code- 304022 www.banasthali.org

Strictly Private and Confidential

Date:11-Mar-2021

ANJALI AGRAWAL
C9282765

House no. 512/8A, New Rai Ganj, Sipri Bazaar, Jhansi

7985812199

Dear **ANJALI AGRAWAL,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:16-Apr-2021

ANJALI GOYAL
C9402407

H.No. 3083, Sector-3, Faridabad, Haryana, 121004

9582304002

Dear **ANJALI GOYAL,**

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

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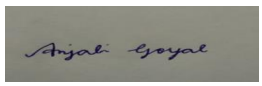

Reference Id: eb653aab-ddb5-4c13-a34d-2fdb465c8f37_1

Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

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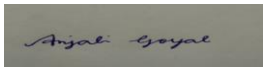

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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

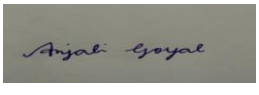
Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[*Insert full legal name*]
ANJALI GOYAL



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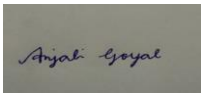

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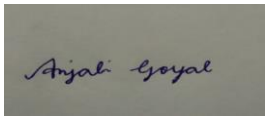

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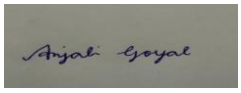

ANNEXURE II

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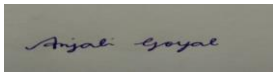
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



Strictly Private and Confidential

Date:24-Mar-2021

ANUSHKA JOSHI
C9324292

A/4 Panchmukhi Colony khilchipur-465679 Dist. Rajgarh(bio), Madhya Pradesh

7089585700

Dear **ANUSHKA JOSHI,**

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

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- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:17-Feb-2021

ANUSHKA PANDEY
C9200211

1316 Behind Water Tank Khati Baba Jhansi Uttar Pradesh 284003

9889939731

Dear **ANUSHKA PANDEY,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Reference Id: 1d61457a-5fd0-427d-8a42-8c6ef4f4db75_1
Signed By: Mahesh Vasudeo Zurale

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

ANUSHKA PANDEY
[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

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

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.

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   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
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3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:06-Apr-2021

APARNA SINGH DEV
C9369923

Village-Kaskela, Post-Salka AghinaDist-Surajpur, Chhattisgarh

6265606418

Dear **APARNA SINGH DEV,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
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In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The above shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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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.

Note: For International Worker Only*

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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, you will be eligible for following benefits, which will be governed by Company policy:

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:05-Mar-2021

APURVA AGARWAL
C9255575

142 himmat nagar tonk road jaipur rajasthan pincode 302018

9461165571

Dear **APURVA AGARWAL,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

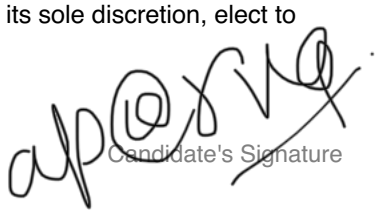
Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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



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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Apurva agarwal

[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

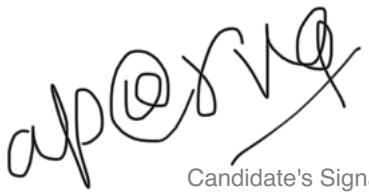
Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.



Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:17-Feb-2021

ARUSHI BADOLA
C9200210

Ward no 2, Jagat Vihar ColonyShyampur

9557562387

Dear **ARUSHI BADOLA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Arushi

Candidate's Signature

Reference Id: 81276499-dd06-45b9-89a3-e146355f1733_1
Signed By: Mahesh Vasudeo Zurale

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

Anushi

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 numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

ARUSHI BADOLA
[*Insert full legal name*]
Date: 14/07/2021

Anushi

Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Anushi

Candidate's Signature

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Anushi.

Candidate's Signature

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Anushi

Candidate's Signature

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Anushi

Candidate's Signature

Strictly Private and Confidential

Date:13-Apr-2021

ASHIKA PRAKASH
C9394922

995, LIG DDA FLATS, POCKET-BHASTSAL, UTTAM NAGAR, WEST DELHI

8890103345

Dear **ASHIKA PRAKASH,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Reference Id: dc978d23-8472-44ce-9766-ed3bdbf20a22_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

[*Insert full legal name*]

To,

Name : ASHNA KHERA

Re: Important information post your clearance of the interview process during the Campus Visit

Dear ASHNA KHERA,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through, before a release of Offer of Employment by Accenture.

- **Document verification and checks -** Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

  At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.

  - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:

    - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.

    - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).

    - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A.** Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential – 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

  You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter.

"This is an electronically generated document does not require signatures"

Strictly Private and Confidential

Date:16-Apr-2021

AYUSHI SINGHAI
C9402406

746 MIG Vikas Nagar, Dewas

8290839938

Dear **AYUSHI SINGHAI,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:13-Apr-2021

Bhavya Shukla
C9394923

EWS-168/169,Block - C, Awas Vikas Colony, Near Springer Public School, Vikas Nagar, Gorakhpur ,Uttar Pradesh 273007

8840346084

Dear **Bhavya Shukla,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Reference Id: 6447269d-9589-4621-8978-193c5f96dcc5_1
Signed By: Mahesh Vasudeo Zurale

Bhavya Shukla
Candidate's Signature

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Bhavya Shukla
Candidate's Signature

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Bhavya Shukla
[*Insert full legal name*]

Bhavya Shukla
Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	**4,50,000**

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Candidate's Signature

Bhavya Shukla
Candidate's Signature

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Bhavya Shukla

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Bhavya Shukla
Candidate's Signature

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Bhavya Shukla
Candidate's Signature

Strictly Private and Confidential

Date:27-Feb-2021

Bhawna Gupta
C9232253

1/1584/A, New Patel Nagar, Near Sharda Nagar Chowk, Saharanpur, Uttar Pradesh-247001

9549077243

Dear **Bhawna Gupta,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:17-Feb-2021

DIVYA GUPTA
C9200212

962, Gyan Lok Colony, Saray Nasarulla Khan, Khurja Bulandshahr Uttar Pradesh, 203131

7017254163

Dear **DIVYA GUPTA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Divya Gupta

Reference Id: b1ced107-8413-4d3d-8863-62196896f7b4_1
Signed By: Mahesh Vasudeo Zurale

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
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- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
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Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

Divya Gupta

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 numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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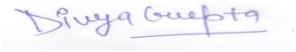
In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:



Divya Gupta

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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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.

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.

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   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

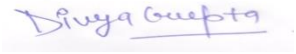
Divya Gupta

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

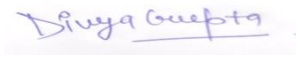
Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.



ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



Strictly Private and Confidential

Date:23-Apr-2021

Divya Lakhchaura
C9429562

DEEP BHAWAN, BHARATPURI, RAMNAGAR, NAINITAL, UTTARAKHAND (244715)

7248091160

Dear **Divya Lakhchaura,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
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- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date:13-Apr-2021

Esha Agarwal
C9394903

16, om shanti nagar Jhansi (UP)

7374946194

Dear **Esha Agarwal,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Candidate's Signature

Reference Id: 8e8e9076-af5a-4479-9f06-c1ef1bd6d6a5_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

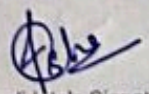
Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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



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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Esha Agarwal

Esha Agarwal
[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

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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, you will be eligible for following benefits, which will be governed by Company policy:

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Candidate's Signature

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

Candidate's Signature

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Candidate's Signature

Strictly Private and Confidential

Date:24-Mar-2021

HARSHITA SAXENA
C9324296

29, Luxmipuram colony near Hartmann College Baba Ramdas Hanuman Mandir, Bareilly (UP) - 243122

8890110672

Dear **HARSHITA SAXENA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Harshita.

Reference Id: 75e94f91-727e-4409-ae4b-2992bc6a9046_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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Harshita.

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Harshita Saxena
[*Insert full legal name*]
Date : 14/7/2021

ANNEXURE 1

COMPENSATION & BENEFITS

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

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	Annual (INR)
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Maximum Annual Total earning potential (A+B)	4,15,500
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Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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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.

Harshita.

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Harshita.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Harshita.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Harshita.

Strictly Private and Confidential

Date:24-Mar-2021

ISHA ANAND
C9324297

MIG-52 Gautam Vihar Vistar GDA Colony, Taramandal, Gorakhpur, Uttar Pradesh, 273017

9785216373

Dear **ISHA ANAND,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Isha Anand

Candidate's Signature

Reference Id: 20e24967-c21b-4971-9173-a1289fcbfd91_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Candidate's Signature

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

ISHA ANAND

[*Insert full legal name*]

Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

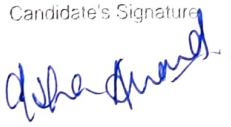
(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Candidate's Signature



Note: For International Worker Only*

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   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
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1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
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Candidate's Signature

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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.

Candidate's Signature

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Candidate's Signature

Strictly Private and Confidential

Date:13-Apr-2021

JYOTI RAWAT
C9394904

Near Spark Cafe, Bhadrakali Road, Prateet Nagar, Raiwala, Dehradun, Uttarakhand

8958921037

Dear **JYOTI RAWAT,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

JRawat

Reference Id: 7c934d88-36fe-4049-9fd3-1c0c574e3a1a_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

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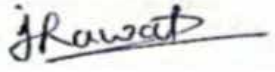

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

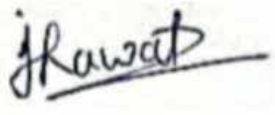
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Jyoti Rawat
[*Insert full legal name*]



ANNEXURE 1

COMPENSATION & BENEFITS

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Gratuity as per law# + Insurance Premium (notional value)	9,500
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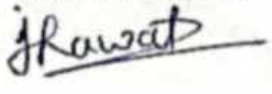
Candidate's Signature



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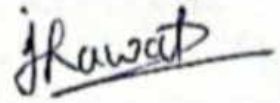

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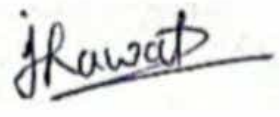
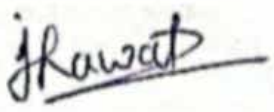
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your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



ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



Strictly Private and Confidential

Date:17-Feb-2021

KHUSHI KHURANA
C9200216

124, chhoti holi Khurja, Bulandshahar Uttar Pradesh 203131

7248252639

Dear **KHUSHI KHURANA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date:13-Apr-2021

KRITIKA SINGH
C9394905

Hno. 237, Vivekanand Nagar, Ghaziabad-201002

9873384462

Dear **KRITIKA SINGH,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Candidate's Signature

KRITIKA SINGH
13221788
28/07/2021

Reference Id: cd8b448c-0e2c-46ac-a863-88f6d7f681be_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
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Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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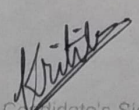


Candidate's Signature

KRITIKA SINGH
13221788
28/07/2021

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

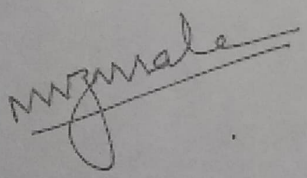
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

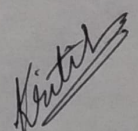
Yours sincerely,



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

ACKNOWLEDGED AND AGREED:

KRITIKA SINGH
[*Insert full legal name*]



Candidate's Signature

13221788
28/07/2021

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Candidate's Signature

KRITIKA SINGH
13221788
28/07/2021

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

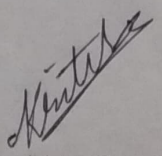
Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.



Candidate's Signature
KRITIKA SINGH
13221788
28/07/2021

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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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.

Candidate's Signature
KRITIKA SINGH
13221788
28/07/2021

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Candidate's Signature
KRITIKA SINGH
13221788
28/07/2021

Strictly Private and Confidential

Date:23-Apr-2021

Manaswita Jha
C9429560

Miscot lane no.2, Ramna, Mithanpura, A.K jha building

9113483231

Dear **Manaswita Jha,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Manaswita jha

Reference Id: ddb3a227-a886-413a-84b6-964572e8eafb_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

MANASWITA JHA

[*Insert full legal name*]

Manaswita Jha

Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Manasvita Jha

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date:27-Feb-2021

MANIKA AGARWAL
C9232254

D-63 Shastri Nagar Meerut,Uttar Pradesh 250004

9057898024

Dear **MANIKA AGARWAL,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Manika Agarwal

Candidate's Signature

Reference Id: 7f6cb4d7-89f2-44fb-87bb-9110b5f6f08d_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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Manika Agarwal

Candidate's Signature

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

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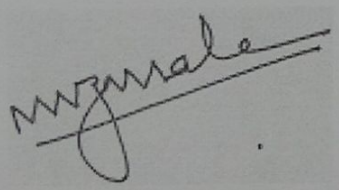
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

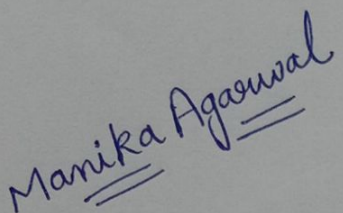


Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

MANIKA AGARWAL

[*Insert full legal name*]



Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
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(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
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Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

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

Manika Agarwal

Note: For International Worker Only*

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   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
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Manika Agarwal

Candidate's Signature

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Manika Agarwal

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Manika Agarwal

Strictly Private and Confidential

Date:27-Feb-2021

Manisha Shekhawat
C9232255

C- 49, Dadhichi Nagar, opp. road no. 5, Murlipura Jaipur, Rajasthan

7014920197

Dear **Manisha Shekhawat,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

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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 numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date:09-Jul-2021

Mansi Bisht
C9713029

Saraswati Vihar, E-block, Bypass Road.

9057913681

Dear **Mansi Bisht,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Mansi Bisht

Candidate's Signature

Reference Id: de320904-ef80-42a5-b685-80a104a329c6_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Mansi Bisht

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Mansi Bisht
[*Insert full legal name*]
DOJ-28/07/2021

Mansi Bisht
Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Mansi Bisht

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Mansi Bisht

Candidate's Signature

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Mansi Bisht

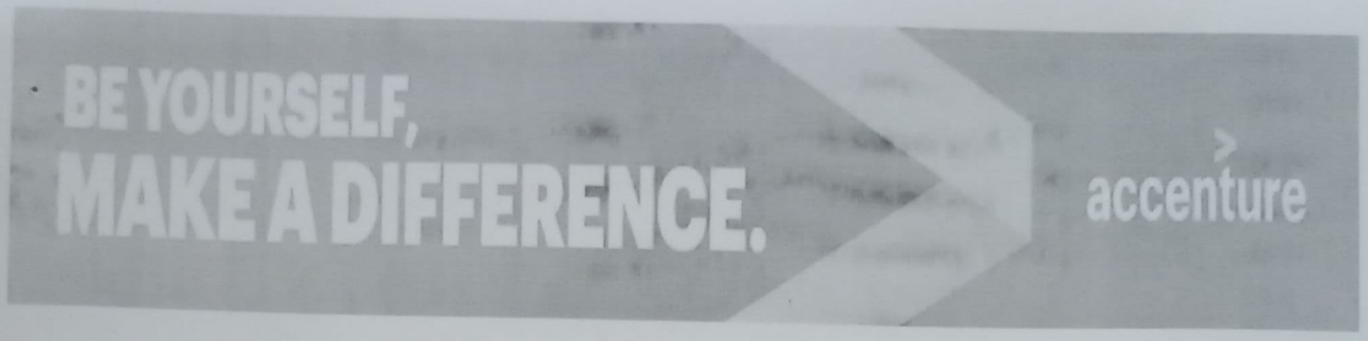
ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Manu Bisht

Candidate's Signature



Strictly Private and Confidential

Date:06-Apr-2021

MUSKAN CHATURVEDI
C9369924

Opposite mukesh namkeen bhandar, Khurje wala mohalla, Daulat ganj, Lashkar Gwalior, Madhya Pradesh

8839002014

Dear **MUSKAN CHATURVEDI,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Chaturvedi

Candidate's Signature

Reference Id: f3c25dbb-3263-491d-ad4a-cd09ee97bcb2_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Maturwadi

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

MUSKAN CHATURVEDI

[*Insert full legal name*]

Chaturvedi

Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
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Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
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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.

Candidate's Signature

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Mahurwadi

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

Maturvedi

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Candidate's Signature

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date:13-Mar-2021

NEHA SHARMA
C9287462

A 804 Park View Apt. Sec 5 Vasundhara Ghaziabad

9810779297

Dear **NEHA SHARMA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Neha Sharma

Candidate's Signature

Reference Id: 6bff87eb-cdfd-4f60-b474-e3ec12d3bddd_1
Signed By: Mahesh Vasudeo Zurale

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Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning Incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Neha Sharma

Candidate's Signature

Scanned By KagazScanner

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Neha Sharma

NEHA SHARMA

[*Insert full legal name*]

Neha Sharma

Candidate's Signature

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ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	**4,50,000**

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Neha Sharma

Candidate's Signature

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Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Neha Sharma

Scanned By KagazScanner

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Neha Sharma

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ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Neha Sharma

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Strictly Private and Confidential

Date:16-Mar-2021

OSHEEN KAPOOR
C9295992

12,Mahatama Gandhi Marg ,Khachrod, District Ujjain

9479985643

Dear **OSHEEN KAPOOR,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
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(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

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1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

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3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:01-Oct-2021

Prateeksha Jain
C10185588

S-64,ASTHA ,MAJHELA ROAD, MITRA NIWAS MADANGANJ, KISHANGARH(AJMER),RAJASTHAN

7357488010

Dear **Prateeksha Jain,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
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Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card- 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.

Strictly Private and Confidential

Date:13-Apr-2021

PRIYA SHARMA
C9394908

34/1 Raj Bhawan, Soti Ganj, Meerut

8279716729

Dear **PRIYA SHARMA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Priya

Candidate's Signature

Reference Id: 542e7552-6916-4387-a591-4dfd70bc55c6_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Priya

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

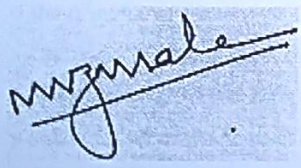
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED:

PRIYA SHARMA

[*Insert full legal name*]

Priya

Candidate's Signature

Strictly Private and Confidential

Date:15-Apr-2021

RUCHI MAKHIJANI
C9402404

420/1, Mahatma Gandhi marg, ward 17, Shujalpur Mandi

7374840156

Dear **RUCHI MAKHIJANI,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
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- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
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3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:13-Apr-2021

RUPALI TIWARI
C9394912

B-29 Sanchar Vihar I T I Township Mankapur Gonda

8890053274

Dear **RUPALI TIWARI,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Candidate's Signature

Reference Id: eab92dab-3389-4a82-8e63-9d5ab014b507_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

RUPALI TIWARI
[*Insert full legal name*]

Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Candidate's Signature

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:13-Apr-2021

SAKSHI BHALOTHIA
C9394913

Ankesh Agrawal, Kakwa Road,Amethi, Uttar Pradesh - 227405

8604517641

Dear **SAKSHI BHALOTHIA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Sakshi

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

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

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Sakshi Bhalothia

[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

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

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      - 10% of such claims for self, spouse and 2 dependent children
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Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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ANNEXURE II

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3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:27-Feb-2021

SAKSHI JANGALWA
C9232258

59, Naya Bazar Alote, District Ratlam, Madhya Pradesh, 457114

9057304505

Dear **SAKSHI JANGALWA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
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In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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

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   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:03-Apr-2021

SALONI JAIN
C9363165

Naye Mandir Ke Pass, Footi Bawari, Newai, Tonk, Rajasthan, 304021

9414405127

Dear **SALONI JAIN,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:15-Apr-2021

SHIVANGI AGNIHOTRI
C9402405

Rajeev Agnihotri, CommandantType IV, Qtr No. 8Ftr HQ BSF JdrBSF Camp, Mandore Road, Jodhpur, Rajasthan - 342026

9079925401

Dear **SHIVANGI AGNIHOTRI,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Reference Id: 74374160-ff1a-4c69-be28-0cadaa2f9d27_1
Signed By: Mahesh Vasudeo Zurale

Shivangi

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

Shivangi Agnihotri
[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:19-Mar-2021

SHIVANGI VERMA
C9306795

N.H. Division Biharsharif, Biharsharif ,Nalanda , Bihar

9785666079

Dear **SHIVANGI VERMA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

To,

Name : SHRUTI SRIVASTAVA

Re: Important information post your clearance of the interview process during the Campus Visit

Dear SHRUTI SRIVASTAVA,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through, before a release of Offer of Employment by Accenture.

- **Document verification and checks -** Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

  At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Pre-joiner-Learning Module** -As part of providing our new joiners a unique learning experience, Accenture proposes a learning module - Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.

  - The training module of this program is typically made available to potential new joiners at least three months before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:

    - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.

    - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).

    - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A.** Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential – 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

  You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter.

"This is an electronically generated document does not require signatures"

Strictly Private and Confidential

Date:27-Feb-2021

SNIGHDHA AGARWAL
C9232261

E-39 shastri nagar meerutUttar Pradesh

8875162920

Dear **SNIGHDHA AGARWAL,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:13-Apr-2021

SOMYA SRIVASTAV
C9394917

1/202-C,Kamna-1,Vaishali,Ghaziabad

8502008274

Dear **SOMYA SRIVASTAV,**

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

Job Profile - Application Development Analyst

Management level – 11

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training/assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuring assessments.

Details of which are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you a date of Joining), as mentioned above. Should you not clear the same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate.

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

Yours sincerely,

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

ACKNOWLEDGED AND AGREED:

[*Insert full legal name*]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Rewards structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500
(B) Local Variable Bonus (LVB) earning potential (at maximum 21%)	1,13,715
Maximum Annual Total earning potential (A+B)	6,55,215
(C) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	24,000
Total Cash Compensation + Total Additional Benefits (A+B+C)	6,79,215

(A)Annual Fixed Compensation

• Your annual fixed compensation is INR 5,41,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B)Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program(LVB). Your indicative pay-out can range from 0% to 21% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

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

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or Copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

BE YOURSELF,
MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date:27-Feb-2021

SURABHI SRIVASTAVA
C9232263

148/125,Rani Ganj,Dugawan,Lucknow,Uttar Pradesh , 226018

7355323051

Dear SURABHI SRIVASTAVA,

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Surabhi.

Candidate's Signature

Reference Id: 0f4494e9-a949-445a-97a0-2255c8084521_1
Signed By: Mahesh Vasudeo Zurale

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

Candidate's Signature

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

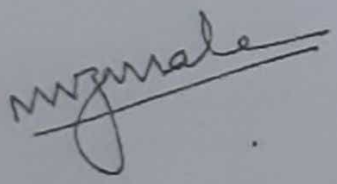
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

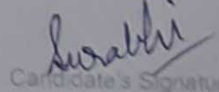
Yours sincerely,



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

ACKNOWLEDGED AND AGREED:

SURABHI SRIVASTAVA
[*Insert full legal name*]



Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Saraswathi

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      - 10% of such claims for self, spouse and 2 dependent children
      - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

Candidate's Signature

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Candidate's Signature

Strictly Private and Confidential

Date:27-Feb-2021

VARSHA SARAF
C9232265

Tribhuwan Jee Jewellers, Sonar Toli, Mirganj, Gopalganj, Bihar

8826446104

Dear **VARSHA SARAF,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
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(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

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2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:13-Apr-2021

YUKTEE AGARWAL
C9394920

30 South part, Vivek Vihar, Jagatpura, Jaipur, jagatpura, Rajasthan, 302017

8504020788

Dear **YUKTEE AGARWAL,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Strictly Private and Confidential

Date:16-Mar-2021

VEDIKA GUPTA
C9295994

636 Balaji Nagar Near Rangbari Yojana

9413976350

Dear **VEDIKA GUPTA,**

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA or above, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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

Pre-Onboard Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). This program further enhances and further details the training opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent. The training module for the program will be made available to you at least 3 months before onboarding to give you a reasonable time to learn at your pace and comfort and prepare for the ensuing assessments.

Details of the program and assessment are reiterated as under:

- Under the program, the learning modules hosted on a technology platform will prepare you to be code ready.
- Before onboarding/joining Accenture, you will need to go through the Technology Fundamentals assessment bases on the Pre-Onboard online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the completion of Pre-Onboard Learning program content, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt or do not complete your pre-onboard learning, you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will berequired to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you to clear the assessment.

Your employment and onboarding with Accenture is subject to your successful completion of the assessment of the program(within stipulated period for Accenture to provide you date of joining), as mentioned above. Should you not clear same this offer shall become redundant and will be revoked.

Post successful completion of the aforementioned assessment and upon joining the Company further training program (s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts to score the same to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile numberwithin 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 singed copy of this Offer letter and Terms of Employment.

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

In case you have any feedback/suggestion or have any query, feel free to write an e-mail to http://indiacampus.accenture.com/candidate

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

Yours sincerely,

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:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law# + Insurance Premium (notional value)	9,500
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
   a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borneby you. This plan allows for coverage of pre-existing ailments.
   b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
      • 10% of such claims for self, spouse and 2 dependent children
      • 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

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

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:
Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
3. Copy of Degree/PG/Diploma (as applicable) certificates.
4. Passport copy, if available (if not please apply immediately).
5. Pan Card
6. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

Adaptive IT Systems Pvt. Ltd.
L-76, II Floor, Lajpat Nagar-II
New Delhi-1110024
Tel : 91 11-29820376

Adaptive IT

Our Ref: ADPT/HR/OFF/21

Date:

Offer Letter

Dear Bhavya,

We take great pleasure to inform you that in ref to your application and subsequent interview with us you have been given an offer to work with us in Grade E1 with Associate Software Developer designation, w.e.f. 5th July'2021, after the completion of your internship. Your total CTC will be **Rs. 2.88 Lacs** per annum on the following terms & conditions.

FIXED SALARY & ALLOWANCES

Basic	Rs. 15000.00/PM
Special Allowance	Rs. 5000.00/PM
Laptop & BB Allowance	Rs. 2000/PM
VARIABLES - Based on company performance	Rs. 24000/PA - Paid half yearly

You will be on probation for first Six months. company will evaluate your performance after Six months and will take decision on confirmation. Your first Salary review/adjustment will be due after first 6 months of your services.

1. LEAVE
   You shall be entitled to leave benefits as per Company Rules.

2. WORKING HOURS
   As per Project Office Rules.

3. WORKING DAYS
   Monday to Saturday. Every alternate Saturday is observed is holiday unless until the project situation demands.

…Continued on Page 2

4. PLACE OF WORK

New Delhi, India.

Your services are transferable to any department, office or establishment of the Company or its Associates, Subsidiaries, etc., anywhere in India or abroad.

5. OTHER TRAINING OR EMPLOYMENT

You shall not accept any other training or employment – part time or otherwise – or engage in any commercial business or pursuit on your own account or as an agent for others.

6. TERMINATION OF EMPLOYMENT

Your services can be terminated by giving 45 days notice in writing or payment in lieu of such notice. In-case you decide to resign from the services of the company and are not serving under any service level agreement, you shall be required to give company 45 days notice or need to make a payment of 45 days salary.

During Probation company can terminate your job any time without giving any notice.

7. SURETY BOND

If the Company and employee mutually agree to send the employee to UK/US for training or project related activities, then the employee required to furnish a Surety bond of one year.

8. GENERAL

i. You shall not divulge to or discuss with any third party any information about the Company's affairs. The Company has the right to recover any losses or damages sustained/suffered by the Company owing to your conduct or negligence or willful act.

ii. You shall devote your full time and attention to the work assigned to you and shall obey the instructions given to you by your superiors. The company shall be the sole judge to determine whether the work assigned to you is suitable or not.

iii. You shall be responsible for the safekeeping and return in good condition of all the Company's property, which may be in your use, custody or charge.

iv. You shall keep the company informed of any change in your residential address or civil status.

v. If at any time you become insolvent or are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any other conduct considered by the Company as detrimental to its interest, or of violation of one or more terms of this appointment, your services may be terminated without notice.

…Continued on Page 3

vi. Income Tax as applicable shall be deducted from your salary. You shall be responsible to the Company for all taxes and obligations. The company shall not be liable for any misstatement or declaration.

vii. Your services shall be governed by Service Rules of the Company as are made applicable or enforced from time to time irrespective of whether these rules and regulations are individually notified to you or not.

viii. You will be required to participate in Govt PF scheme and will contribute at the rate of 12% of your basic which will be match with equal contribution from the company when applicable.

ix. When your appointment is terminated for whatever reason and if you receive a paycheck that covers the period for which you have not worked you must return the excess money to the company in 24 hours of receipt of such excess payment In the event of failing company has the right to seek legal means to recover it.

Please confirm your acceptance of this appointment on the terms and conditions mentioned above by returning to us the copy of this letter duly signed by you.

We trust that this will be the beginning of a long, rewarding and successful association with us.

Yours faithfully,

(Deepti Sharma)

For and on behalf of Adaptive IT Systems Pvt. Ltd.

I hereby accept the appointment and terms and conditions

On the _____ day of _____ month of _____ year

Signed _____

Addverb Technologies
Motion Reimagined.

Date: 25th June 2021

Bon Voyage: Welcome to The Journey

Dear Sakshi Garg,

We are glad to offer you the position of **GET- IT** at Addverb Technologies. It is a pleasure to have you on board in this exciting journey. This role will provide you an opportunity to excel and realize your dreams. During this journey we would like you to know about the following:

1) **Values**: This organization has been built on the pillars of Innovation, Integrity, Customer Centricity, Passion, Courage and Trust. We intent and expect you to demonstrate these values. We expect you to always have "**We" before "Me**".

2) **Organization Guidelines**: We will have a set of guidelines based on which you will be expected to perform your professional responsibilities. These guidelines shall be the guiding principle in every action in the organization. We believe in freedom with responsibility and that is what we would offer you as an organization.

3) During this journey we expect you to give your best and full commitment and to perform other roles based on your performance and need of the organization.

We encourage you to create an open culture and promote innovation in this organization by airing your opinions and by accommodating opinions of others.

Date of Joining: **5th July 2021**

You shall be on probation from your date of joining till **30th June 2022.**

Preferred Office Timings: 9 am to 6 pm (Monday to Friday and 2nd & 4th Saturday off)

Office Address: Addverb Technologies Pvt. Ltd., Plot No.5, Sector-156, Noida, Uttar Pradesh- 201301

Yours Truly
For Addverb Technologies

Satish Kumar Shukla
CHRO

Addverb Technologies
Motion Reimagined.

Compensation @GET- IT

Compensation Details	
Category	Amount
Basic	**21200**
Fixed Grade Allowance	**28000**
Bonus	**3000**
Employer PF	**2544**
Gross Per Month Salary	**54744**
In Hand Per Month Salary	**49656**
Insurance Contribution	**30000**
Gratuity	**12231**
Learning Allowance	**60000**
T.C.T.C.	**759159**

- The In-Hand salary is exclusive of applicable tax deduction which will depend on individual tax saving Investment.
- Fixed Grade Allowance must be allocated under the HRA, LTA, Mobile/Internet Reimbursement, Fuel Reimbursement, Driver Reimbursement and Special Allowances by the employee at the time of joining.
- Learning Allowance is fixed amount that will be paid to the candidates, within the first year of their joining to encourage them to pursue any course for their learning and development. The amount will get reimbursed on successful submission of the certificate.

Offer Letter

Date: 11-December-2021 Ref No: AC/HR/APL/922

Employee Name: Aarti Saxena
Address: 194, Near Railway station, Ujhani (Badaun), Uttar Pradesh - 243639

Dear Aarti**,**

We are pleased to offer you the position of **ServiceNow Developer** in our organization. We trust that your knowledge, skills and experience will be our most valuable assets.

Please note the following terms and conditions:

Joining:
You are expected to join us on **December 13, 2021**. In the event of your not joining us by the said date, the offer will automatically stand cancelled. You will be asked to sign 2 years of contract at the beginning of your employment.

Compensation & Benefits:

Your monthly salary during the Training Period will be **Rs. 10000/- (Rupees Ten Thousand Only)**. After successful completion of your Training Period, your permanent employment will be confirmed and based on your performance evaluation; you will be appraised with a new Compensation Structure as shown in the projection of ANNEXURE-I.

Working Hours:
The work timings are at the sole discretion of the Management and would normally consist of 45 hours of work in a week. These are subject to change as per business requirements. Same numbers of hours are expected even when you are on an assignment at client location or abroad, unless communicated otherwise. You may also be expected to work in shifts based on business requirements.

Transferability:
During your employment with our organization, your services can be transferred to any of the locations in India or abroad or any function or department or platform or technology within our branch offices or client locations or any associate or subsidiary company of our organization whether existing or to be set up in future on the same terms and conditions at the sole discretion of the Management. The benefits linked to such transfers will be governed by the respective policy of our organization in force from time to time.

Non-Disclosure:
Due to the proprietary nature of our products and services, you are expected to maintain the highest level of confidentiality and not disclose any information with respect to our organization or our clients. Your salary details are confidential; failure to maintain confidentiality will invite disciplinary action and may even result in termination of your services as per the policy. However, you may discuss the same with your manager or the HR Head. You will carry out assignments and responsibilities entrusted to you as may deem fit with high faith and commitment. However, you will not undertake any other assignments or activities which would be in conflict with the interest of the organization and even if such activities or assignments are not in conflict, you may not take on such activities or assignments without the prior written approval of the Head of the department.

Code of Conduct:
You are expected to maintain the highest level of ethical conduct within and outside the workplace and by signing this letter you accept to uphold the same. Any instance of improper conduct including but not limited to misconduct, gross negligence or abandonment of the position to which you have been appointed shall constitute sufficient grounds for immediate termination of your services without any notice or payment in lieu of.

Information Security:
You are expected to maintain the confidentiality and integrity of the information assets and comply with the Information Security Policies. Employees are expected to maintain confidentiality of information residing in mobile computing devices such as portable laptops, notebooks, palmtops, other transportable computers and storage media. Employees are responsible for maintaining information security outside the premises of organization and outside the normal working hours. You shall keep the organization updated on any of your personal status. You will be solely responsible for the consequence of not informing the organization about the change and the organization will have no liability arising out of it. You shall not join any of our Customers, Partners, Vendors& Associates for a period of one year after leaving our organization.

Service Agreement:
As Aelum Consulting will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve Aelum Consulting for a minimum period of 2 years after joining. In case you break this agreement or employment during this two years time period, you (or your surety) will be liable to pay Aelum Consulting 200,000/- (Rupees Two Lacs only) towards the breach of contract. The Service Agreement is attached along with this offer letter which has to be stamped and signed before joining AELUM.

Non-competitions and Non-Solicitation:
From now until the date (12) months following the termination of your employment for any reason (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business of (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting or programming services to the customer(s) of the Company that you personally dealt with during your employment, nor directly or indirectly solicit the services of(or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce such employee to terminate his or her employment. You represent and warrant to the Company that during the time of your interviews, discussions and meetings with our clients before you start on the assignment you have not directly or indirectly

solicited the business of, or otherwise dealt in a manner adverse to the interests of Company, or provide any software engineering, consulting or programming services to the client(s) or customer(s) of the Company nor directly or indirectly solicited the services of, or otherwise dealt in a manner adverse to the Company with, any employee of the Company or induce such employee to terminate his or her employment.

You further agree that: (1) the Company shall be entitled to injunctive relief as well as damages for any violation by you of Non-competitions or Non-Solicitation of this Agreement (which shall survive the termination of this Agreement and your employment); (2) State substantive law shall govern this Agreement and its enforcement.

Background Verification:
Our company reserves the right to carry out background verifications and checks during the tenure of your employment with us directly or through a third-party agency appointed by us. These checks may include amongst others, details of your past employment (s), details on your compensation and benefits, conduct, criminal records across the countries you worked and any details furnished by you to us. By signing on this appointment letter, you understand and acknowledge that you shall have no objection whatsoever on the said verifications, checks and the outcome of the same.

Notice for Termination:

Your position is subject to a 4 months Training period during which your performance and suitability for employment will be evaluated. It is understood that the training period is designed to determine your suitability for continued employment by assessing your skills, performance and interpersonal relationships. The Company can terminate the employment at any time in this training period with/without notice.

In the event that you breach the termination notice or other provisions of this Agreement or in the event that your employment is terminated voluntarily by you or for any cause after the confirmation on your permanent employment, you agree to pay the penalty as mentioned in your Service Agreement. (Refer to Company's **EMPLOYEE SEPERATION POLICY**).

In addition AELUM Consulting may terminate your services with immediate effect if

- You are guilty of wilful neglect or gross misconduct in the course of your employment
- You become unable due to illness (physical or mental) to properly and effectively perform your duties as provided hereunder for an extended period of time
- You expressly or by implication repudiate this agreement
- You act in such a way as to bring AELUM Consulting or its customers into disrepute
- You are convicted of a criminal felony
- You are convicted of an offence involving moral turpitude
- You are declared bankrupt or enter into arrangement for the benefit of your creditors

Salary Projection for Future:
Please find Annexure -1 for the salary projection. We believe in mutual growth for you and

the company over a long period hence we offer you a projected CTC for coming years. This projection will help you in ensuring your financial growth along with technical & business learning.

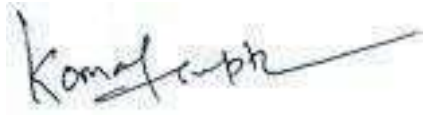
Documents to be submitted:
You are requested to submit the following documents at the time of reporting for duty:

- Attested copies of educational certificates and testimonials.
- Two passport size photographs.
- Aadhar Card
- PAN Card

As a token of accepting this offer, please sign on the duplicate copy of the appointment letter and mention your date of joining.

Here's welcoming you to our organization and looking forward to a mutually beneficial association.

Sincerely,
For Aelum Consulting Private Ltd



Name: Komal Gupta
Designation: Director

I accept the Terms & Conditions

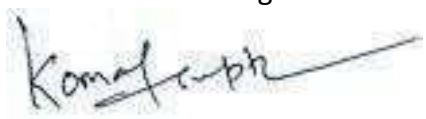
Name: Aarti Saxena

ANNEXURE-I

The Projected CTC is given below. These salaries are inclusive of all standard components of salary structure. Projected CTC are derived from performance measured in EPM.

Annual Salary (CTC)	Increment %	CTC	Bonus	Type
Joining (After training)	NA	300000 to 400000		Given
Increment after 1 year	40%	420000 to 560000		Projected
Increment after 2 years	66%	700000 to 900000		Projected
Bonus after 2.5 years			100000	Projected
Increment after 3 years	42%	1000000 to 1200000		Projected

Sincerely,
For Aelum Consulting Private Ltd



Name: Komal Gupta
Designation: Director

I accept the Terms & Conditions

Name: Aarti Saxena

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American Express (India) Private Limited
Commercial Block – 3, (Zone - 6)
DLF City, Phase – V
Gurgaon – 122 002 (Haryana)
Tel : 91 (0124) 467 6002
Fax : 91 (0124) 467 7655

10-Aug-21

Shakshi

196M 13F R.K.Puram, New Adarsh Nagar, Pala Road, Aligarh

Uttar Pradesh-202001

Subject: Letter of Appointment

Dear Shakshi

With reference to your application for a suitable position and your subsequent discussions with us, we are pleased to inform you that you have been appointed in the management cadre in **American Express India Private Limited** hereinafter referred to as "the company" or **"AEIPL"** on the terms and conditions stated hereafter.

Designation	**Engineer Trainee**
Band	**30**
Location	**Bangalore**

1. Compensation & Benefits:

a) Salary & Allowances: Your basic salary at the time of commencement of your services will be **Rs. 32592 Per Month**
Rupees Thirty Two Thousand Five Hundred Ninety Two Only
In addition, you will be eligible for allowances/benefits as per company rules and regulations in force from time to time as summarised in Annexure 1. The remuneration paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of deferred wage, overtime and other allowances normally paid to the non-exempt staff of the Company. All compensation, incentives, awards, benefits etc. received by you shall be subject to tax deduction in accordance with the applicable tax laws.
b) Performance Bonus/ Variable Pay: Each year you will qualify for a discretionary cash bonus programme based entirely on the management's assessment of your performance during the performance year (January to December). In the first year, in case your date of joining with American Express is on or before 30th September, the bonus will be pro-rated for the period ending December from the date of your joining otherwise you shall be eligible to participate in the next year's bonus programme. The programme may be amended or withdrawn at any time and plan guidelines may be adjusted at the Company's discretion. Payments will only be made if you are still in employment with the Company at the time of payment and not under any period of notice.
For more specific details related to your bonus plan and any other applicable incentive programme, refer to the relevant bonus policy and guidelines released by the Management or discuss the same with your leader.
c) You shall be eligible for Provident Fund and Gratuity benefits as per details provided in Annexure 1 of this letter.
The compensation and benefits mentioned in this letter are as per the current policies of the Company and are subject to change from time to time at the sole discretion of the Management. The compensation structure is reviewed from time to time by the Company and such revised structure will be applicable as if it were a part of the appointment terms with effect from the dates of such respective revisions.
2. **Probation**: You will be on probation for a period of six months from the date of your joining. On satisfactory completion of your probation, your services will be deemed confirmed unless you receive a letter of probation extension in writing. Your probation may be extended at the discretion of the management. At any time during the extension period, based on feedback from your supervisor and subject to your performance meeting company expectations, your services will be confirmed.

Saurin

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3. **Job Description:** For reference and record, a Job Description may be developed by the Company and provided to you. Such Job Description shall be subject to revision from time to time. Notwithstanding the Job Description, you shall also be expected to discharge all such duties and responsibilities as the position may demand from time to time.

4. **Increments & Promotions:** Your increments and promotions in the company will be given based on your performance and merit, and at the sole discretion of the management.

5. **Transfer/ Relocation/ Assignment/ Secondment:** You will be liable to be transferred or seconded/ assigned from time to time, as the Company may deem fit, anywhere in or outside India, to any of the Company's department(s) or location(s) or branch (es), or to the department(s) or location(s) or branch(es) or rolls of any of its subsidiaries or associates of American Express, presently existing or which may be setup in the future. You may also be posted/ relocated to any location due to business exigencies. Upon such transfer or secondment or posting, unless otherwise specified in writing at the time of such transfer or secondment or posting (as applicable), you will automatically be governed by the terms and conditions of service applicable at such department or location or branch or subsidiary or associate of the Company as the case may be.

6. Work in Shift

The Company is operational 24 hours a day 365 days a year, therefore you would be required to work in shifts as per business requirements and as fixed by the Company. During the course of your employment your working hours and days may be varied by the Company at its discretion and in accordance with applicable laws.

7. **Travel Expenses:** You may be required to travel on company business as and when required. In such cases, you will be entitled to such travel expenses/allowances as per company policies that are in force from time to time.

8. **Confidentiality:** During your employment, and even thereafter, you will maintain confidentiality of all information pertaining inter alia to the operations, policies, financials or customers of the Company or any of its associates that you will have access to or that comes to your knowledge and shall not disclose the same to any one, other than in reference to the business of the Company and in the course of your duties, without the express written permission of the Company. Prior to termination of your employment, by any reason whatsoever, you will return to your supervisor all papers, documents, property, etc. pertaining to the accounts, financials, policies, plans, business, affairs, branches, customers or any other aspect of the Company, which may be in your possession and will not retain any copies thereof or extracts therefrom. During employment, as also after leaving the Company, you undertake not to solicit, in any way directly or indirectly, any customers or employees of the Company or induce them to discontinue or adversely change their relationship/employment with the Company. You undertake to indemnify the Company and its affiliates from any loss or damage arising from any breach of this provision relating to confidentiality. .Any violation of this clause will be deemed to be a breach of Company Policy and the Company may take appropriate action in accordance with clause 16. During your employment with the company, and at least for a period of three years thereafter, you will not transmit, disclose or otherwise use confidential information related to the activities of the company, to an unauthorised person, except as may be required in the course of your duties in connection with the company's business. You will also abide by all confidentiality, safety and security regulations of the Company as may be applicable from time to time.

9. **No other employment or vocation:** During your employment with the Company and till the Company issues a discharge certificate to you, you shall not take up or continue any other employment, vocation or external activities of a commercial nature. Violation of this requirement will entail serious consequences including dismissal from service.

10. Position of Confidence & Trust:

a) The position in which you are appointed is one of utmost confidence and trust and requires a high degree of integrity. Your appointment is, therefore, subject to verification and continuity of such confidence. In addition, it is expected that before accepting this offer, you disclose to the Company in full any material information relating to your past, which, if known to the Company, would be likely to impact the Company's decision to employ you.

b) Employment Verification

You understand and accept that the Company makes this offer of employment subject to and conditional upon your successful completion of certain pre-employment checks and checks conducted by the Company post your joining, including but not limited to background checks ('Checks'). You certify that all the information provided by you to the Company in connection with this offer of employment and these Checks is true and accurate.

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In the event the results of such Checks are unsatisfactory on any account and/or the information or details provided by you in the Company's application form for employment are found to be incorrect or false, then the Company may at its sole discretion:

i) Rescind this agreement and this offer would stand revoked.
ii) Terminate your employment immediately and without notice, in case you joined the Company prior to the completion of Checks,

11. (a) Notwithstanding anything contained herein, you will be bound by American Express Code of Conduct and all other rules, regulations, guidelines, instructions, policies, codes and orders framed, issued, enforced or made applicable by the Company from time to time, whether in physical or other form or via American Express Intranet/internet from time to time in relation to your conduct, discipline, service conditions such as leave, the compensation and benefits structure, medical and terminal benefits, retirement and any other matter relating to your employment or the discharge of your duties, and such rules, regulations, guidelines and orders shall be deemed to be an integral part of this contract of employment. Please read them carefully and ensure that you adhere strictly to the provisions, as amended from time to time. Any violations by you of the Codes, Guidelines, Policies, Rules or regulations of or applicable to the Company will be viewed very seriously and shall entail strict disciplinary action, which may also include termination from service. If you have any queries, you are encouraged to address them for clarification to your Manager, the Country Compliance Officer or the General Counsel's Office.

(b) All intellectual property created by you, namely, inventions, whether patentable or not, improvements, modifications of existing inventions, documentations, training manuals & materials, computer codes, software whether copyrightable or not, trade secrets and other proprietary information either alone or in conjunction with others during the course of your employment or/and by using any company's resource / time, fully or partially, shall be assigned to the Company who will be the sole proprietor thereof without any additional compensation or consideration apart from the remuneration payable to you as per this appointment letter. Any intellectual property, whether partially or fully developed, shall be immediately disclosed by you to the Company and all necessary documentation for assigning the same to the Company or as directed by the Company shall be executed by you as required by the Company to perfect the assignment of title therein. The assignment shall be of all your rights and ownership in the intellectual property on a world-wide basis and in perpetuity either to the Company or to any of its subsidiaries or to any parent Company (ies) or Affiliates of the Company as may be directed by the Company. In case of copyrights, the assignment will also be of worldwide rights for the full term (including any possible renewals) of the copyright as provided in the Indian Copyright Act 1957 or legislations of other jurisdictions. Further, the rights assigned by you shall not lapse at any time notwithstanding any failure or delay by the Company to exercise the said rights. You will not oppose or challenge in any manner whatsoever the applications filed by the Company to register the said intellectual property in its own name or as may be desired by the Company in favour of another person / entity / entities in India or outside India and you will provide all support and execute all documents for the said purpose as directed by the Company.

(c) You agree to be bound by the Employee Innovation and Proprietary Information Agreement as per Annexure 2 attached hereto. Please sign a copy of the same and return the duly signed copy in token of your acceptance along with a signed copy of the appointment letter along with Annexures.

12. **Unauthorised Absence:** Your unauthorized absence (or overstay after sanctioned leave) for a continuous period of 10 working days shall be deemed to amount to voluntary abandonment of service and in such an eventuality your employment shall, at the option of the Company, be deemed to have come to an end.

13. **Retirement Age:** On reaching the age of 62 years, you will retire from the services of the company. Your date of birth as recorded at the time of your appointment with the company will be considered as the authenticated date of birth for all purposes throughout your service with the Company and no changes will be permitted under any circumstances. The company may however call upon you to furnish such documents / proof in respect thereof as it may deem fit and to make such changes therein as may be deemed appropriate.

14. **Other Terms & Conditions**:
1. Your appointment is being made in the management cadre and requires from you managerial and supervisory responsibility. You should be aware of these responsibilities and will, naturally, conduct yourself accordingly.

Saurin

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2. The company, through its authorised officers, will allocate duties to you from time to time. Such duties may include responsibility in general for the area of your operations as well as specific assignments that may be given to you from time to time.
3. In the event of any dispute regarding the terms and conditions of your appointment, you will be subject to the exclusive jurisdiction of the appropriate courts of law at the headquarters of the company viz. New Delhi.
4. You will be required to intimate in writing to the management any change in your residential address within 7 days from the date of any such change.

15. **Termination:** a) During the period of your probation, this contract may be terminated by either party by (i) giving fifteen days notice in writing in the first three months of service with the Company and thereafter one month notice in writing; or (ii) payment of salary in lieu thereof. The Company reserves the right not accept salary in lieu of notice.
b) In case of confirmed employees, either party may terminate this contract by giving Two months notice in writing or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. The Company also reserves the right not to relieve you of your services in the event that all Company documents/property in your custody has not been properly handed over to an authorized representative of the Company and/ or in the event that any disciplinary proceedings are either contemplated or are pending against you.

16. **Date & Place of Joining:** You are required to join your duties at below; failing which this offer will become null and void, unless the date of joining given above is extended, in writing, by an authorized officer of the company.

Location	**Bangalore**
Date of Joining	**16-Aug-21**

For specific instructions on your joining formalities, please refer to the Annexure 3 of the letter. You are required to complete the listed formalities and report on the date of your joining as mentioned.

Please sign the duplicate of this letter in token of your acceptance of the above terms and conditions and send it to us within 7 days of receipt of this letter by you, failing which the offer will stand withdrawn without any further reference to you.

We welcome you to American Express and wish you a successful career with us.

Yours sincerely,

Sachin

Dr. Sachin Gulati
Director – India Campus Recruitment

Copy to:
1. Personnel File
2. Human Resources

ACCEPTANCE:

I have read, understood and agree to the terms and conditions as set out in this letter.

Signature : DocuSigned by: Shakshi 5DA68ABE8D424D7...

Name : **Shakshi**

Date :

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Annexure 1

COMPENSATION DETAILS

The following is an itemised summary of allowances/benefits for which you will be eligible subject to applicable company rules/scheme and terms/conditions from time to time.

S No.	Components	Component Details	Current Salary Structure (INR)
1	**Basic Salary**	40% of Base Salary	Rs. 391103 Per Annum
2	**Special Allowance***		Rs. 54221 Per Annum
3	**House Rent Allowance**	50% of Basic Salary	Rs. 195552 Per Annum
4	**Transport Allowance**		Rs. 293327 Per Annum
5	**Leave Travel Allowance**		Rs. 12000 Per Annum
6	**Meal Allowance**		Rs. 12000 Per Annum
7	**NPS Allowance****		Rs. 19555 Per Annum
	Base Salary = (1+2+3+4+5+6+7)		
8	**Domiciliary Medical**		Rs. 15000 Per Annum
9	**Variable Pay**	7% of Base Salary (Based on Performance)	
	Total Cash = (Base Salary + Domiciliary Medical + Variable Pay)		
10	**Provident Fund**	12% of Basic Salary as per statutory requirement	
11	**Gratuity**	Deemed Value	
	Retiral Benefits = (10+ 11)		
	Total Compensation = (Total Cash + Retiral Benefits)		

*Special Allowance will not qualify for calculation of any retirals – Provident Fund, Gratuity.

*The monthly NPS allowance will be contributed on your behalf to your NPS account if you opt for NPS as per company's guidelines

***NPS Allowance deduction** Band 28 – 30, 5% of Basic Salary and for Band 35 – 40, 10% of Basic salary

Your eligibility for Company Leased Accommodation and for Company Leased Car Plan shall be subject to the relevant Company Policy and will be in accordance with the relevant Company's Rules as applicable to your band.

Note:
All allowances and benefits (including bonus) are subject to local tax laws applicable from time to time. The compensation and benefits mentioned in this letter are as per the current policies of the Company and are subject to change from time to time at the sole discretion of the Management. The compensation structure is reviewed from time to time by the Company and such revised structure will be applicable as if it were a part of the appointment terms with effect from the dates of such respective revisions.

Saurin

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American Express (India) Private Limited
Commercial Block – 3, (Zone - 6)
DLF City, Phase – V
Gurgaon – 122 002 (Haryana)
Tel : 91 (0124) 467 6002
Fax : 91 (0124) 467 7655

Annexure 2

Employee Innovation and Proprietary Information Agreement

Name of Employee: Shakshi

As an employee of American Express India Private Limited (AEIPL) and in consideration of the salary paid to you, please sign below to indicate that you agree to:

1. Disclose and assign to the Company or to any of its subsidiaries or to any parent Company(ies) or Affiliates of the Company as may be directed, all copyrights, inventions and innovations developed or conceived by you during the course of your employment with the Company and within the scope of your employment or/and by using any Company resource / time;
2. To execute all necessary deeds and documents to obtain patents, copyrights and other legal protection for such invention or innovations throughout the world.
3. To make and maintain record of all inventions and innovations.
4. To deliver all written or other materials which are of confidential nature at the Company's request, or at termination of your employment.
5. Not to disclose either during or after your employment any confidential information of the Company and not to disclose or utilize any confidential information of others or third parties.
6. That there are no other agreements or obligation to any other party which conflicts with this agreement.

For AEIPL

Dr. Sachin Gulati
Director – India Campus Recruitment

Accepted and Agreed

Employee Signature : DocuSigned by: Shakshi 5DA68ABE8D424D7...

Employee Name : Shakshi

Date

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Annexure 3

Dear **Shakshi**

Subject: Joining Formalities

Listed below are formalities that you are required to complete on DOJ :

Joining Report

- Joining Report Form
- Gratuity Nomination Form
- Provident Fund Nomination & Declaration Form
- International Workers Declaration (Provident Fund)

Acknowledgement Forms

- Nomination of Beneficiary against Insurance
- American Express Company Code of Conduct
- Electronic Communications Standard
- Serious Breaches of Company Policy
- Data Protection Disclosure Statement
- Civil Criminal Declaration Form
- Transport Declaration Form (only for female employees)

Documents Required -
Please carry the **original credentials** of the below documents on your Day 1 as they may be required for validation and will be returned the same day.

1) 5 Passport Size Photographs
2) Education - Completed Highest Qualification Degree (Degree Certificate and Provisional degree and all year Mark Sheets – All Attested)
3) Employment -

- Relieving and Experience Letter (evidence of DOJ, Date of Leaving and Last Designation) from last 10 years employment
- Resignation Acceptance/Resignation Copy (In case last working day is less than 60 days from Date of Joining Amex) of the current organization
- Universal Account Number (which can be obtained from the ex- employer in case you already have a PF account)
- Last 3 Months Pay Slips/ Form 16
- PAN Card
- Passport/Voters ID card/Birth Certificate
- Your name in Government Photo id, previous employment certificates and highest education certificate should be matching. Else kindly carry name affidavit change or marriage certificate copy

Your First Day at American Express
Name of the Supervisor/Business Unit - Anshika Juneja - 9717305620

Yours Sincerely,

Dr. Sachin Gulati
Director – India Campus Recruitment

DocuSign Envelope ID: 67FFA3CD-278D-46E8-A859-BFDFFB542A8C

American Express (India) Private Limited
Commercial Block – 3, (Zone - 6)
DLF City, Phase – V
Gurgaon – 122 002 (Haryana)
Tel : 91 (0124) 467 6002
Fax : 91 (0124) 467 7655

10-Aug-21

Shakshi

196M 13F R.K.Puram, New Adarsh Nagar, Pala Road, Aligarh

Uttar Pradesh-202001

Dear Shakshi

Subject: Sign-on Bonus Scheme

This has reference to your appointment letter dated **16-Aug-21**

We are pleased to inform you that you will be paid a sign on bonus of Rs. 2,00,000.00

Rupees Two Lakhs Only

25% will be paid on completion of one month with the company

25% will be paid on completion of six months with the company

50% will be paid on completion of twelve months with the company

In the event of your leaving the organization, prior to completion of 12 months from your date of joining, Company shall recover the amount in full.

Yours truly,

Dr. Sachin Gulati
Director – India Campus Recruitment

ACCEPTANCE

Signature: DocuSigned by: Shakshi 5DA68ABE8D424D7...

Name : Shakshi

Date :

IND_OFF_OFL

Advanced Technology Consulting Service

Plot No. IT-A-014-A at Multi-Product SEZ of M/s Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302033
Tele: +91-9116615391-94
www.atcs.com

Aditi Tewari,

Jaipur

22nd June 2021

Dear Aditi,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Aditi Tewari	Aditi Tewari	03-07-2021
Name	**Signature**	**Date**

ATCS
Advanced Technology Consulting Service

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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Aditi Tewari**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Aditi Tewari	Aditi Tewari	03-07-2021
Name	**Signature**	**Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

Aditi

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Aditi Tewari	Aditi Tewari	03-07-2021
Name:	**Signature:**	**Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Aditi Tewari	Aditi Tewari		03-07-2021
Name	**Signature**		**Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

Aditi

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Aditi Tewari	Aditi Tewari		03-07-2021
Name	**Signature**		**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Akanksha Pandey,

Jaipur

22nd June 2021

Dear Akanksha,

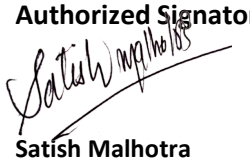
Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name **Signature** **Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Akanksha Pandey**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
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Note:

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The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Ayushi Kukreja,

Jaipur

15th July 2021

Dear Ayushi,

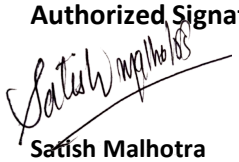
Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

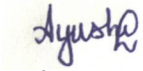
We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Ayushi Kukreja		7/19/2021
Name	**Signature**	**Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Ayushi Kukreja	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	-	₹ 7,194
Total (C)	**-**	**₹ 7,194**
Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Ayushi Kureja		7/19/2021
Name	**Signature**	**Date**

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Components Details

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   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

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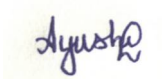
16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Ayushi Kukreja		7/19/2021
Name:	**Signature:**	**Date:**

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ANNEXURE - B

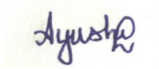
LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Ayushi Kukreja		7/19/2021
Name	**Signature**	**Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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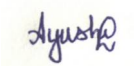
15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Ayushi Kukreja		7/19/2021
Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Bhavya Soni,

Jaipur

22nd June 2021

Dear Bhavya,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Bhavya Soni	Bhavya	04/07/2021
Name	**Signature**	**Date**

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ANNEXURE – A

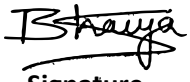
COMPENSATION DETAILS		
Name	**Bhavya Soni**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Bhavya Soni		04/07/2021
Name	**Signature**	**Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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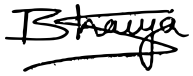
Bhavya Soni		04/07/2021
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ANNEXURE - B

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On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

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7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Bhavya Soni	Bhavya	04/07/2021
Name	**Signature**	**Date**

Advanced Technology Consulting Service

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Bhavya Soni		04/07/2021
Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Harshita Raj,

Jaipur

22nd June 2021

Dear Harshita,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name **Signature** **Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Harshita Raj**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Kratika Pareek,

Jaipur

15th July 2021

Dear Kratika,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name	**Signature**	**Date**
Kratika Pareek		20-07-2021

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Kratika Pareek	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	-	₹ 7,194
Total (C)	**-**	**₹ 7,194**
Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name	**Signature**	**Date**
Kratika Pareek		20-07-2021

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:	**Signature:**	**Date:**
Kratika Pareek		20-07-2021

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name	**Signature**	**Date**
Kratika Pareek		20-07-2021

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

Pareek

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

Pareek

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	Signature	Date
Kratika Pareek	Kpareek	20-07-2021

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Kpareek

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Minakshi Kandari,

Jaipur

15th July 2021

Dear Minakshi,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Minakshi Kandari	Minakshi Kandari	7/20/2021
Name	**Signature**	**Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Minakshi Kandari	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	-	₹ 7,194
Total (C)	**-**	**₹ 7,194**
Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Minakshi Kandari	Minakshi Kandari	7/20/2021
Name	**Signature**	**Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

Minakshi Kandari

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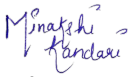
16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Minakshi Kandari		7/20/2021
Name:	**Signature:**	**Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Minakshi Kandari	Minakshi Kandari	7/20/2021
Name	**Signature**	**Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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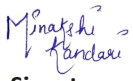
15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Minakshi Kandari		7/20/2021
Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Riya Kumari,

Jaipur

22nd June 2021

Dear Riya,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Riya Kumari	Riya kumari	07/04/2021
Name	**Signature**	**Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Riya Kumari**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Riya Kumari	Riya kumari	07/04/2021
Name	**Signature**	**Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Riya Kumari	Riya kumari	07/04/2021
Name:	**Signature:**	**Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Riya Kumari	Riya kumari	07/04/2021
Name	**Signature**	**Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

Riya kumari

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

Riya kumari

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

Riya kumari

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

Riya kumari

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

Riya kumari

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Riya Kumari	Riya kumari	07/04/2021
Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Sakshi Gupta,

Jaipur

15th July 2021

Dear Sakshi,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Sakshi Gupta	Sakshi Gupta	19/07/2021
Name	**Signature**	**Date**

ATCS
Advanced Technology Consulting Service

Plot No. IT-A-014-A at Multi-Product SEZ of M/s Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302033
Tele: +91-9116615391-94
www.atcs.com

ANNEXURE – A

COMPENSATION DETAILS		
Name	Sakshi Gupta	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	-	₹ 7,194
Total (C)	**-**	**₹ 7,194**
Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Sakshi Gupta	Sakshi Gupta	19/07/2021
Name	**Signature**	**Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

Sakshi Gupta

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Sakshi Gupta	Sakshi Gupta	19/07/2021
Name:	**Signature:**	**Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Sakshi Gupta	Sakshi Gupta	19/07/2021
Name	**Signature**	**Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

Sakshi Gupta

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

Sakshi Gupta

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

Sakshi Gupta

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Sakshi Gupta	Sakshi Gupta	19/07/2021
Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Sakshi Gupta

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Sanchita Garg,

Jaipur

15th July 2021

Dear Sanchita,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name **Signature** **Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Sanchita Garg	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
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Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

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3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Shashi Prabha,

Jaipur

15th July 2021

Dear Shashi,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name	Signature	Date	21 July 2021
Shashi Prabha	Shashi Prabha		

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Shashi Prabha	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	**-**	₹ 7,194
Total (C)	**-**	**₹ 7,194**

Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name	**Signature**	**Date**	**21 July 2021**
Shashi Prabha	Shashi Prabha		

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The

PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

Shashi Prabha Shashi Prabha 21 July 2021

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

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11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

Shashi Prabha Shashi Prabha 21 July 2021

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component “A” in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: Shashi Prabha **Signature: Shashi Prabha** **Date: 21 July 2021**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name	**Signature**	**Date**
Shashi Prabha	Shashi Prabha	21 July 2021

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

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and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

Shashi Prabha Shashi Prabha 21 July 2021

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take

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any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited

to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the

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organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator.

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Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name Shashi Prabha **Signature Shashi Prabha** **Date 21 July 2021**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Noncompete)

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Shiksha Soni,

Jaipur

15th July 2021

Dear Shiksha,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name **Signature** **Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Shiksha Soni	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	-	₹ 7,194
Total (C)	**-**	**₹ 7,194**
Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Shubhangi Maharshi,

Jaipur

15th July 2021

Dear Shubhangi,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **22nd July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Shubhangi Maharshi	Shubhangi Maharshi	21-07-2021
Name	**Signature**	**Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	Shubhangi Maharshi	
Designation	Trainee Engineer	
Date of Joining	22nd July 2021	
Location	Jaipur	
Components	**Monthly**	**Annually**
Basic Salary	₹ 12,470	₹ 1,49,640
House Rent Allowance	₹ 4,988	₹ 59,856
P.F Employer Contribution	₹ 1,800	₹ 21,600
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 6,854	₹ 82,245
*Statutory Bonus	₹ 3,124	₹ 37,482
Total (A)	**₹ 31,235**	**₹ 3,74,824**
Leave Encashment *(may vary as per leave balance)*	-	₹ 7,482
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	**-**	**₹ 17,982**
**Gratuity (Estimated)	-	₹ 7,194
Total (C)	**-**	**₹ 7,194**
Total CTC (A) + (B) + (C)	**₹ 31,235**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Shubhangi Maharshi	*Shubhangi Maharshi*	21-07-2021
Name	**Signature**	**Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

Shubhangi Maharshi

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

Shubhangi Maharshi

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Shubhangi Maharshi	Shubhangi Maharshi	21-07-2021
Name:	**Signature:**	**Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Shubhangi Maharshi	*Shubhangi Maharshi*	21-07-2021
Name	**Signature**	**Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

Shubhangi Maharshi

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

Shubhangi Maharshi

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

Shubhangi Maharshi

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

Shubhangi Maharshi

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

Shubhangi Maharshi

Plot No. IT-A-014-A at Multi-Product SEZ of M/s Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302033
Tele: +91-9116615391-94
www.atcs.com

b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

Shubhangi Maharshi

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Shubhangi Maharshi	Shubhangi Maharshi	21-07-2021
Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Private & Confidential

18 May 2021

Aditi Gupta

E-302,Mewar Apartment,Pratap Nagar ,Haldi Gathi Marg

Jaipur

Rajasthan

302033

India

Dear Aditi,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 18 May 2021

Accepted and Agreed:

_____

Aditi Gupta

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 18 May 2021

Name: Aditi Gupta

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

CONTRACT OF ENGAGEMENT/EMPLOYMENT

The Employer: BA Continuum India Private Limited ("the Company")
Registered Office Address:
Building Number 5, Mind Space – Raheja IT Park
HITEC City, Madhapur, Hyderabad – 500081, India.

The Apprentice: Aishwarya Raje "You"

Date: 31 Aug 2021

Introduction

This Contract of engagement/employment ("Agreement"), together with your Offer Letter and Company Policies, constitutes a written statement of your terms and conditions of engagement/employment. The company policies includes but is not limited to all policies, procedures, rules, guidelines, etc., established by the Company and as amended from time to time which are applicable to all Apprentices generally, within the Company ("Company Policies"). For the purposes of this Agreement "Group" means Bank of America Corporation, the Company and any direct or indirect subsidiary and affiliates of either of these. Affiliate means a business entity now or hereafter controlled by, controlling or under common control of Bank of America Corporation.

1. Position and Duties

1.1. You will be designated as **Apprentice** for one year from the date of joining ("Apprentice Training Period"), within the Company. Post successful completion of the Apprentice Training Period you will be absorbed as **Sr. Tech Associate** in Band **H7** However, the Company reserves the right to direct you to take up different positions and/or carry out different duties as business needs dictate from time to time. The Company can at any time appoint another person to carry out the functions of your role while you are absent from work due to sickness or injury or for any other reason.

1.2. During your engagement/employment you must:

(a) Devote the whole of your time, attention and ability to the business of the Company during your hours of work;
(b) Comply with all of Company's rules, regulations and Company Policies;
(c) Comply with any legal or regulatory requirements under which the Company operates; and
(d) Report any behaviour or conduct that would constitute a violation of Company Policies or would amount to Cause, whether your own or of any other apprentice, employees or officer of the Company to your manager or HR representative immediately on becoming aware of it.

1.3. Your engagement with the Company will commence on **31 Aug 2021** and the Company reserves the right, at its absolute discretion, to extend your commencement date if it considers it appropriate. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly.

1.4. You are required to act in the Company's best interests at all times and must not do anything which may be harmful to those interests.

2. Place of Work

2.1. You will be based in **Gurugram** during initial period of 1 year of your Apprentice Training. However during this period you may be sent to other locations within the company for training purpose at the discretion of the company. While as an employee of the Company, you may be required to work either wholly or partially for another branch/office which may be within or outside India, at the discretion of the Company.

2.2 You also acknowledge that as part of your role you may also be required to undertake business travel or may be required to work at clients or other third parties locations from time to time.

3. Annual Compensation

3.1. Your gross annual compensation (CTC including stipend) will be **INR 600000**, (**Rupees Six Lakh Only**).

3.2. You will be paid on a monthly basis and your emoluments including stipend will be as per Annexure I attached to this contract of engagement/employment.

3.3. The amount of any payment made by the Company to you under the terms of this Agreement shall be reduced by any tax and social security withholdings and other deductions as the Company may be required by law to make or as elected by you under the applicable benefits plans. Otherwise, you are responsible for any tax liability arising from your engagement/employment.

3.4. As part of your role you may be required to travel. It is your personal responsibility to be aware of and not to exceed any restrictions on the number of days that you can spend in any jurisdiction before you incur tax obligations (whether as a result of personal or business travel). You are required to keep a log of all of the time that you spend outside of the jurisdiction and to ensure that you are aware of the number of days you have travelled to any other jurisdiction. You must seek prior written approval from your manager or your designated approving supervisor before arranging any business travel if such travel may cause you to exceed the number of permitted days in any jurisdiction. The Company will not meet the cost of preparing any tax filing you may be required to complete and it will not meet the cost of any tax or related liability unless it has

been agreed by you and your manager or your designated approving supervisor in advance of the travel.

4. Benefits scheme

4.1. You may be eligible to participate in certain benefit schemes. Eligibility for benefits, benefit cover and choice of provider of benefits, is at the discretion of the Company and may change from time to time. The benefits programme may be amended at the discretion of the Company and you will have no entitlement to any compensation should a benefit be withdrawn or replaced by a new benefit offering less favourable terms.

5. Leave related guidelines

5.1. The Company's rules concerning absence/leaves are set out in the leave guidelines available in Company Policies. The provision of these rules may be changed at any time and it is a condition of your engagement/employment that you abide by the version of such rules as are in place from time to time.

5.2. In circumstances where your absence from work has not been properly authorized, the Company reserves the right to stop your pay or where permitted by law, make deductions unless there are mitigating factors which explain to the Company's satisfaction why the absence was not authorized or agreed, in which case any amounts already deducted will be credited to you.

5.3. When your engagement/employment as the case may be ends, to the extent permitted by law, if you have taken more annual leave than your entitlement for the period of your engagement or for the period you have worked, as the case be, you agree that the Company will deduct the excess number of days' annual leave entitlement from your full & final settlement.

5.4. Further details of the procedure for taking annual leave are set out in Company Policies.

5.5. If either party has served notice to terminate engagement/employment, the Company may require you to take any accrued but unused annual leave during the notice period (if applicable).

5.6. Annual leave arrangements must be made with the prior approval of the Company. The Apprentice/Employee as the case may be, has to abide by the Company's applicable holiday calendar, however, you may be required to work on these days, subject to applicable law. The Company reserves the right to change any approved leave due to business circumstances.

6. Investment Policy

6.1. You may be subject to the certain policies (as amended from time to time) which could limit or restrict your ability to buy, sell or recommend securities on behalf of yourself, your family and other affiliated individuals and could limit the broker dealers with whom you maintain your accounts to those authorized by the Company. This policy may also require your notice and/or pre-approval of personal securities related activities.

7. Intellectual Property

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

7.2. "IP Materials" means all documents, software, photographic or graphic works of any type, any other materials in any medium or format which are created by you or on your behalf in the course of performing any duties under this agreement and which are protected by or relate to Intellectual Property Rights.

7.3. To the extent that ownership of the Intellectual Property Rights does not belong to the Company under operation of law, you agree to waive any moral rights and to assign to the Company all Intellectual Property Rights (upon your creation) which arise as a result of you performing your responsibilities/duties under this Agreement (including all present and future copyright and copyright revivals and extensions) worldwide.

7.4. You agree to sign any documents and do any other action which the Company may request (at its expense) or as may be required under applicable local law to enable the Company to make full use of the benefit of this clause. This includes joining in any application which may be made in the Company's sole name, for registration of any Intellectual Property Rights.

7.5. You may use the Intellectual Property Rights and IP Materials only to perform your responsibilities/duties under this Agreement and agree not to disclose any Intellectual Property Rights or IP Materials to any third party without the express written consent of the Company. You agree to waive all moral rights in IP Materials to which you may be entitled under the law or any relevant jurisdiction.

7.6. You agree that you will transfer immediately to the Company all IP Materials in your possession or under your control when your engagement/employment terminates (whatever the reason for

termination) or at any other time if the Company requests it. No copies or other record of any IP Materials may be retained by you unless you have prior written consent from the Company.

7.7. You consent to the use of all existing and future IP Materials made by you in the course of your employment, and agree to waive any moral rights you may have in them, and to consent to any act which amounts to an infringement of any such moral right, in favour of the Company. You also agree that this consent and waiver extends to any licensees and successors in title to the Company in respect of such IP Materials, as well as to any persons who are authorised by the Company or by its licensees and successors in title to do acts compromising the copyright of such IP Materials. You agree to execute any further document necessary to give effect to this. For the purpose of this clause, the expression "moral rights" includes the right to be identified as the author of the work, the right not to have any other person identified as the author of the work and the right not to have the work subjected to any derogatory treatment.

8. Hours and Days of Training/Work

8.1. Your normal training/working hours will be 45 hours per week (Inclusive of 1 hour rest period per day). Your normal training/working week as the case may be, runs from Monday to Friday. You may take Saturdays and Sundays off. However, only Sunday shall be considered a weekly off for the purposes of local law.

8.2. The Company reserves the right to require you to attend training/work as the case may be for different or longer hours and/or at weekends or other public holidays if necessary for the proper performance of your duties, subject to the requirement of any local laws. The Company reserves the right to change or amend shift patterns or training/working hours and inform you accordingly of the new patterns or hours.

9. Period of Employment

9.1. Your employment will continue unless terminated under the terms of this Agreement. This Agreement will automatically terminate on you attaining the age of 60 years, or, if applicable, such other minimum retirement age as may be prescribed under the relevant laws.

10. Evidence of Right to Work

10.1. The Company may require you to produce immigration documents (wherever applicable) at any time during your engagement/employment which provide proof that you have a continuing right to be present and work in the jurisdiction.

11. Termination of Employment (Applicable only post successful completion of Apprentice Training Period)

11.1. Once you have successfully completed your Apprentice Training Period, you will become entitled to sixty (60) days' notice of termination of your employment, subject to local law. Similarly, should you wish to terminate your employment for reasons other than retirement, you are required to give the Company sixty (60) days' notice in writing. (You should refer to the Company Policies for further details).
The Company reserves the right to request service of notice or pay salary in lieu thereof. Your notice period waiver or payment in lieu of the same will be at the sole discretion of the Company but in no event will be less than the minimum period required by applicable laws.

11.2 In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

11.3. In accordance with local laws and regulations, in certain circumstances the Company may terminate your employment without notice for Cause or for reasons permitted under law. "Cause" shall mean gross misconduct, gross negligence, misconduct or failure to carry out your duties or any material breach of your contract of employment or any of the Company's policies or procedures. Any delay by the Company in exercising such right to terminate shall not constitute a waiver of that right.

11.4. Prior to leaving the Company's employment or when the Company so requests, you are required to return to the Company all equipment in good, intact condition and all property of the Company which is either in your custody or control including any business cards, keys, security and computer passes, laptop and desktop computers, credit or charge cards, data, disks and original or copy documents (or any other media) on which any information about the Company may be held. References to disks and documents include but are not limited to correspondence, files, e-mails, memos, reports, minutes, plans, records, surveys, software, diagrams, computer print-outs, manuals, client documentation, any electronic storage device such as a PDA or USB drive, memory sticks or cards, CDs, hard drives, or any other medium for storing information.

11.5. On the termination of your employment or on either party giving notice to terminate your employment (where applicable), you agree to, unless the Company requests otherwise, immediately resign from all offices held by you (if applicable), in the Company (without prejudice

to the rights of any party arising out of this Agreement or its termination) and you agree to take all steps necessary to give effect to such resignation(s).

11.6. For the duration of the term of this Agreement including during the notice period, you will remain employed by the Company and thus cannot be employed or otherwise be engaged in the conduct of any activity for your own benefit, or for the benefit of any other company, firm, organisation, individual or entity, whether or not of a business nature (unless agreed in advance with the Company in writing). You must not compete or prepare to compete with the Company or assist a competitor in any way, including by diverting or preparing to divert Company clients or business to a competing business. The Bank reserves the right to direct you to take up different positions and/or carry out different duties as business needs dictate from time to time with consultation, and provided the different position and/or duties are commensurate with your level of seniority. Additionally, during the notice period, any contact you have with Company clients, potential clients and employees must be consistent with Company's business interests and not in aid of any third party, including a subsequent employer. Any such contacts with clients and prospective clients must be disclosed immediately by you to your manager.

11.7. You agree that any breach or threatened breach of certain employment obligations including but not limited to those concerning termination of employment, other employment, garden leave, information security and confidentiality, protective covenants and Intellectual Property will irreparably injure the Company, and money damages will not be an adequate remedy. In the event of a breach or threatened breach of such employment obligations, the Company reserves its right to apply an injunction that prohibits you, to the extent allowed by applicable law, from violating or threatening to violate such employment obligations. This is not the Company's only remedy; it is in addition to any other remedy available.

12. Debts

12.1. At any time during your engagement/employment or on its termination (however arising), you authorize the Company to deduct from your remuneration (including without limitation stipend, salary, notice payment, annual leave entitlement, sickness pay or any applicable bonus award) all monies owed by you to the Company. If at any time you are requested to return to the Company property belonging to it and you fail to do so, the Company shall, without prejudice to any other remedy, be entitled to withhold any monies due to you from the Company, subject to local laws.

13. Other Employment and Activities

13.1. During your engagement/employment you will not undertake any additional employment or other activity that may conflict with your engagement/employment with the Company without the prior written consent of the Company. In considering whether to give consent, the Company reserves the right to determine what types of employment or activities may be in conflict. Any questions regarding potential conflict must be raised with the Company before signing this

Agreement. The Company has the right to deny approval, or withdraw approval previously granted for additional employment or other activities.

14. Suspension and Garden Leave

14.1. Wherever applicable the Company can suspend all or any of your duties on terms and for periods as it decides appropriate in the circumstances. This may include a term that you must stay away from any of the Company's premises and/or will not be provided with any work, and/or will have no business contact with any or all of the Company's customers/clients, employees, agents, distributors or suppliers. Throughout any such period of suspension you will continue to be paid a salary and receive the other benefits you are entitled to under this Agreement in accordance with Company Policies. You will continue to be bound by your obligations under the terms of this Agreement and you will not be free to work elsewhere, whether that work is paid or unpaid.

15. Information Security, Confidentiality and Indemnity

15.1. "Confidential Information" means information relating to the business, products, affairs and finances of the Company (or any of its Group companies or any of its clients) which is for the time being confidential to the Company or is treated as confidential by it (including but not limited to processes, policies, methods, technical data and know-how, client lists, details of confidential employee information, details of suppliers), or information which amounts to a trade secret relating to the business of the Company or any of its Group companies or any of their clients, customers or suppliers.

15.2. The Company's Information Protection and Privacy policy is set out in the Company Policies and "Code of Conduct" policy and is applicable both during and after employment. The Information Protection and Privacy policy sets out the Company's expectations regarding Confidential Information not only during the course of your engagement/employment but also after termination of engagement/employment.

15.3. You undertake to observe the strictest secrecy in all matters pertaining to the Company, Group companies, their clients, correspondents or stockholders and not to divulge or disclose at any time Confidential Information received as an apprentice/employee of the Company to any unauthorised person during or after your engagement/employment. The Company prohibits the use of Confidential Information for your own benefit or for the benefit of any other person, firm or company. This includes not divulging Confidential Information concerning the Company, its operations or employees or any Group companies to any other employee unless you are sure of their need to receive it.

15.4. You will at all times keep the terms of this Agreement, your compensation/remuneration and all discussions and other correspondence on this subject confidential and not disclose them to any other person including but not limited to other apprentices/employees. Your eligibility for various

incentive awards is contingent on you maintaining confidentiality and your failure to do so may impact on payment or vesting of the award. You are permitted to discuss this Agreement and your compensation/remuneration with your immediate family and/or your professional advisers on condition that they maintain confidentiality.

15.5. You specifically understand and agree that all documents (including, without limitation, all files, reports, manuals, books and records, account information, client names, addresses and account numbers, planners, holding book or client book pages, financial statements, or any models, spreadsheets, computer programmes, databases or client lists created or modified for the Company's business purposes by an apprentice/employee of the Company and/or the Group) related to the businesses of the Company and in your possession or to which you may have access as a result of your engagement/employment with the Company, (whether in written or electronic form), are and will remain the sole and exclusive property of the Company. You will not reproduce or appropriate for your own use, or for the improper use by others, any property of the Company.

15.6. You undertake not to make any untrue or misleading statement in relation to the Company or the Group (or any of their officers and employees) and will not make, publish, or cause to be made or published (whether directly or indirectly, or "on" or "off" the record) in relation to (a) the Company, (b) the Group or (c) any apprentice, employee, agent or officer of the Company or the Group any comment or statement (in writing or otherwise) which is disparaging, derogatory or damaging to them or their business, or which could reasonably be expected to be so disparaging, derogatory or damaging. You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any Group company, without the prior written consent of the Company.

15.7 The Apprentice/Employee shall indemnify, defend and hold harmless the Company and all of its officers, directors, employees, agents, successors and assigns against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) arising out of or in connection or in consequence of:

a. Apprentice's/Employee's continuing obligations that he/she may have to any former employer (if any);
b. Any litigation, fiscal claim, involuntary exit, misconduct, disciplinary issue, tax obligation, financial obligation etc., that the employee may be subject to personally or professionally due to his/her prior associations;
c. Negative reference/background check; and
d. Apprentice's/Employee's breach of any of the representation and warranties contained in the offer letter and this Agreement.

16. Data Privacy and Phone Usage guideline/Policy

16.1. By signing this Agreement, you consent to (and confirm that you will, where necessary, obtain consent from your dependents to) the Company, and/or Group companies and/or any third party entity authorised by the Company or any Group company ("Authorised Data Holders"), holding processing sharing and transfer, both electronically and manually, personal, sensitive (including but not limited to biometric data, such as fingerprints) and employment data it collects relating to your employment (and with respect to dependents, holding personal data relating to him/her to the extent permitted by local law) (whether in manual, electronic or any other form). Such data may be used for the purposes of the Company's administration and management of employees and its business and for compliance with applicable procedures, laws and regulations and for other purposes stated in any notification the Company may have made, or will make to you from time to time. You also consent to (and confirm that you will, where necessary, obtain consent from your dependents to) Authorised Data Holders disclosing, transferring, storing and processing of such data outside India (subject to applicable law), including in any other jurisdiction in which the Company and the Group have offices. I am aware that, objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect my employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of my job requirement.

16.2. You hereby acknowledge and agree that, at all-time, you shall comply with Company's guidelines/policies on employee use of Company provided phones and personal phones at workplace (as amended from time to time). It is a requirement that you review the Company Policy relating to use of phone at workplace at the commencement of your employment and fully comply with its terms and with other related policies on an ongoing basis.

17. Monitoring

17.1. By signing this Agreement, you hereby acknowledge and agree to the Company monitoring your electronic communications on Company systems (whether accessed from a Company-issued or a personal device) and your activities conducted on Company-issued devices and using Company property, subject always to local laws. The Company's position regarding monitoring is set out in the Company Policies (as amended from time to time). It is a requirement that you review the Company Policies, specifically policies relating to monitoring of electronic communication at the commencement of your engagement/employment and fully comply with its terms and with other related policies on an ongoing basis.

18. Disciplinary Procedure

18.1. The Company expects the highest standards of performance and conduct from you and, in particular, that you comply with the standards of conduct and performance as described in the

Company Policies. The Company may, subject to applicable laws, follow the procedures laid down in the Company Policies if these standards of performance and conduct are not met.

19. Grievance Procedure

19.1. If you have any grievance relating to any aspect of your employment you should follow the grievance procedure as provided in the Company Policies/procedures/guidelines.

20. Disclosures

20.1. You consent to any Group company or any third party performing background checks on you during the course of your engagement/employment for the purpose of compliance with applicable laws and regulations.

20.2. You hereby undertake to disclose immediately to the Company if you have been or are in the future, convicted for any offence involving fraud, or other dishonesty, or any offence under legislation (including outside India) which might affect the Company's right to continue to engage/employ you.

20.3. You also hereby undertake to disclose forthwith to the Company the making of any disqualification direction against you by any regulatory body or other similar professional association.

20.4. You must not, without the written consent of the Company, in any way directly or indirectly (i) be engaged or employed in, or (ii) concerned with (in any capacity whatsoever, including being a director or assuming another position of office) or (iii) provide services to, any other business or organisation where this is, or is likely to be, in conflict with the interests of the Company and Group companies or where this may adversely affect the efficient discharge of your duties. However this does not preclude your holding up to 5% of any class of securities in any company which is quoted on a recognised stock exchange (subject to any other applicable Company policies on investment and securities ownership).

20.5. You further undertake to comply in full with any rules, regulations, guidelines and policies issued, or to be issued, by the Company or any regulatory organisation as may from time to time be applicable to your engagement/employment with the Company.

20.6. During the Term of this Agreement, you will not directly or indirectly, on your own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, apprentice or employee to leave the engagement/employment of the Company.

21. Ongoing Duties

21.1. You agree (both during your employment and after its termination) to provide all reasonable co-operation requested by the Company or the Group in relation to any litigation or investigation of the operations or activities of the Company or the Group by any regulatory, judicial or fiscal body or authority relating to a business area in which you work or have worked, including co-operating with any internal investigation by the Company or the Group.

22. Governing Law

22.1. This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

23. Changes in Terms

23.1. Your terms of engagement/employment are subject to such changes as are considered necessary from time to time.

23.2. You warrant to the Company that by entering into this Agreement and/or performing your responsibilities/duties you will not be in breach of any contract or other obligation which may be binding upon you.

23.3. You acknowledge that by entering into this Agreement, you have not relied on any representations or warranties about the subject matter except as provided in this Agreement.

23.4. You acknowledge and agree that by entering into this Agreement, you are executing this Agreement for the benefit of the Company and may enforce this Agreement against you.

23.5. Some additional terms and conditions of employment are set out in the Company Policies. These terms and conditions will form part of your contract of engagement/employment with the Company where expressly stated otherwise. You are, however, expected to comply with all policies and procedures at all times. In the event of any inconsistency between the terms set out in this Agreement and any terms in effect before the date hereof of the Company Policies and/or employee benefits description provided to you by the Company (save where the benefit is provided by a third party and governed by scheme rules beyond the control of the Company), the terms of this Agreement will prevail. Any changes made to the Company Policies and/or employee benefits description or other rules and regulations of the Company made after the date hereof and of general application to employees of the Company at the same level of seniority shall however prevail over the terms of this Agreement.

23.6. This Agreement together with the Offer Letter supersedes any prior understanding, whether oral or in writing relating to the subject matter hereof.

23.7. The various provisions and sub-provisions of this Agreement are severable and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof in this Agreement.

Signature on behalf of the Company:

Jiten Kapoor
Senior Vice President
Human Resources

Dated: 31 Aug 2021

Agreed and Accepted by:

Aishwarya Raje

Signed: _____

Dated: _____

Annexure I: Compensation Details

Date of Offer: 17 Aug 2021
Name: Aishwarya Raje
Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr. Tech Associate
Band: H7

Annual Compensation

Annual Compensation Components	(All figures are in Rs. per annum)
Stipend#	**210000**
House Rent Allowance	**105000**
LTA	**30000**
Advanced Statutory Bonus	**21600**
Employer's Contribution to Provident Fund	**25200**
Gratuity (as per payment of Gratuity Act)*	**10101**
BA Continuum Allowance	**198099**
Total Annual Compensation (CTC)	**600000**

Statutory Deductions:

1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your compensation/salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:

1. The design of compensation structure are subject to revision by the Company at any time, in line with the changing operating environment and applicable laws and therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion.
2. Upon engaging/joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

“Stipend” will be paid only during first year of Apprenticeship Training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of “Stipend”, “Basic” salary along with allowances as applicable to your band will be paid.

Letter of Intent

Private & Confidential

Date: 14 - Dec - 2020

We thank you for the time taken to attend our interview process. We welcome you to the BA Continuum family.

BA Continuum India Private Limited is a wholly owned non-banking subsidiary of Bank of America Corporation. Subsequent to the interview process, we hereby extend this letter which represents confirmation of the intent to your employment with BA Continuum India Private Limited ("the Company") as Apprentice at Band H7 with a total Compensation of Rs 600000 (Six Lakh Only). The Compensation breakup has been explained to you. This letter confirms the following broad terms of our discussion.

The offer with respect to your employment is confirmed subject to clearance of the background check process.

Your anticipated date of joining will be in the month of Jul-2021. In case you do not join duty by the said date this letter of intent will stand cancelled and withdrawn. Your appointment is subject to your executing the formal appointment letter from the Company and the terms and conditions contained therein

To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career at BA Continuum India Private Limited. Please review this letter and return the signed copy on or before 21 Dec 2020 as this date represents the expiration of this offer.

Sincerely,
For BA Continuum India Pvt Ltd

Jiten Kapoor
Senior Vice President – Human Resources

Accepted and Agreed

Name: Ananya Yadav
Dated: 17 December 2020

Authorization

You hereby give explicit consent and authorize concerned organization / third party agent to start verification of information provided in your resume and application of employment from the date of signing this letter, to conduct enquiries as may be necessary, at the Company's discretion. You also authorize former employers, agencies, educational institutes who may have information relevant to your employment/education to disclose it to the concerned or its representative. You release all persons from liability on account of such disclosure.
You hereby give consent to Bank of America to initiate and conduct the current employment verification post expiry of 5 working days from accepting the Offer Letter/ Letter of Intent or 10 working days before the Date of Joining as mentioned in the Offer Letter/ Letter of Intent, whichever is earlier.

Name: Ananya Yadav

Dated 17 December 2020

Letter of Intent

Private & Confidential

Date: 14 - Dec - 2020

We thank you for the time taken to attend our interview process. We welcome you to the BA Continuum family.

BA Continuum India Private Limited is a wholly owned non-banking subsidiary of Bank of America Corporation. Subsequent to the interview process, we hereby extend this letter which represents confirmation of the intent to your employment with BA Continuum India Private Limited ("the Company") as Apprentice at Band H7 with a total Compensation of Rs 600000 (Six Lakh Only). The Compensation breakup has been explained to you. This letter confirms the following broad terms of our discussion.

The offer with respect to your employment is confirmed subject to clearance of the background check process.

Your anticipated date of joining will be in the month of Jul-2021. In case you do not join duty by the said date this letter of intent will stand cancelled and withdrawn. Your appointment is subject to your executing the formal appointment letter from the Company and the terms and conditions contained therein

To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career at BA Continuum India Private Limited. Please review this letter and return the signed copy on or before 21 Dec 2020 as this date represents the expiration of this offer.

Sincerely,
For BA Continuum India Pvt Ltd

Accepted and Agreed

_____
Jiten Kapoor
Senior Vice President – Human Resources

Apoorva Sharma
_____
Name: Apoorva Sharma
Dated: 18/12/2020

Authorization

You hereby give explicit consent and authorize concerned organization / third party agent to start verification of information provided in your resume and application of employment from the date of signing this letter, to conduct enquiries as may be necessary, at the Company's discretion. You also authorize former employers, agencies, educational institutes who may have information relevant to your employment/education to disclose it to the concerned or its representative. You release all persons from liability on account of such disclosure.
You hereby give consent to Bank of America to initiate and conduct the current employment verification post expiry of 5 working days from accepting the Offer Letter/ Letter of Intent or 10 working days before the Date of Joining as mentioned in the Offer Letter/ Letter of Intent, whichever is earlier.

Name: Apoorva Sharma

Dated 18/12/2020

Letter of Intent

Private & Confidential

Date: 14 - Dec - 2020

We thank you for the time taken to attend our interview process. We welcome you to the BA Continuum family.

BA Continuum India Private Limited is a wholly owned non-banking subsidiary of Bank of America Corporation. Subsequent to the interview process, we hereby extend this letter which represents confirmation of the intent to your employment with BA Continuum India Private Limited ("the Company") as Apprentice at Band H7 with a total Compensation of Rs 600000 (Six Lakh Only). The Compensation breakup has been explained to you. This letter confirms the following broad terms of our discussion.

The offer with respect to your employment is confirmed subject to clearance of the background check process.

Your anticipated date of joining will be in the month of Jul-2021. In case you do not join duty by the said date this letter of intent will stand cancelled and withdrawn. Your appointment is subject to your executing the formal appointment letter from the Company and the terms and conditions contained therein

To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career at BA Continuum India Private Limited. Please review this letter and return the signed copy on or before 21 Dec 2020 as this date represents the expiration of this offer.

Sincerely,
For BA Continuum India Pvt Ltd

Accepted and Agreed

_____ _____

Jiten Kapoor
Senior Vice President – Human Resources

Name: Ayushi Vadhera
Dated:

Authorization

You hereby give explicit consent and authorize concerned organization / third party agent to start verification of information provided in your resume and application of employment from the date of signing this letter, to conduct enquiries as may be necessary, at the Company's discretion. You also authorize former employers, agencies, educational institutes who may have information relevant to your employment/education to disclose it to the concerned or its representative. You release all persons from liability on account of such disclosure.

You hereby give consent to Bank of America to initiate and conduct the current employment verification post expiry of 5 working days from accepting the Offer Letter/ Letter of Intent or 10 working days before the Date of Joining as mentioned in the Offer Letter/ Letter of Intent, whichever is earlier.

Name: Ayushi Vadhera

Dated_____

Private & Confidential

16 Jun 2021

Dipali Bisht
B/15, Jyoti Vihar, Shastri Enclave, Dharampur Danda,
Dehradun
Uttarakhand
248001
India

Dear Dipali,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 16 Jun 2021

Accepted and Agreed:

_____

Dipali Bisht

Date: 19-06-2021

City: Dehradun

Annexure I: Compensation Details

Date of Offer: 16 Jun 2021

Name: Dipali Bisht

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

16 Jun 2021

Divyanshi Agarwal
H.No- 03, Indra Nagar, Bhoor
Bulandshahr,
Uttar Pradesh
203001
India

Dear Divyanshi,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 16 Jun 2021

Accepted and Agreed:

_____

Divyanshi Agarwal

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 16 Jun 2021

Name: Divyanshi Agarwal

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

16 Jun 2021

Era Dhingra
H.No 640/23,D.L.F Colony,
Rohtak
Haryana
124001
India

Dear Era,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 16 Jun 2021

Accepted and Agreed:

_____

Era Dhingra

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 16 Jun 2021

Name: Era Dhingra

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

30 Jun 2021

Geetika Kumari
QTR No. B- 701 NTPC Township Vidyut Nagar
Gautam Budh Nagar
Uttar Pradesh
201008
India

Dear Geetika,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **09 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **09 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **09 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 30 Jun 2021

Accepted and Agreed:

_____

Geetika Kumari

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 30 Jun 2021

Name: Geetika Kumari

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

14 Jun 2021

Gitanjali Kumari
Ward no-10,Near shiv vivah bhawan, Kailashpuri,Dumra
Sitamarhi
Bihar
843301
India

Dear Gitanjali,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 14 Jun 2021

Accepted and Agreed:

Gitanjali Kumari

Gitanjali Kumari

Date: 15/06/2021

City: Sitamarhi

Annexure I: Compensation Details

Date of Offer: 14 Jun 2021

Name: Gitanjali Kumari

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

11 Jun 2021

Mahak Gupta
32,Siddhanchalam Colony
Near Kasturba Nagar
Madhya Pradesh
457001
India

Dear Mahak,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 11 Jun 2021

Accepted and Agreed:

_____

Mahak Gupta

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 11 Jun 2021

Name: Mahak Gupta

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

18 Jun 2021

Pooja Agrawal
00, Gali Battumal, Mant Road Retiya Bazar, Raya, Nagal,
Mathura
Uttarpradesh
281204
India

Dear Pooja,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **25 Jun 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **25 Jun 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **25 Jun 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 18 Jun 2021

Accepted and Agreed:

_____

Pooja Agrawal

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 18 Jun 2021

Name: Pooja Agrawal

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

17 May 2021

Pragati Saxena

F-1,Plot No. S-153,Ganesham - II Behind Indian Bank Narayan Vihar Mansarovar

Jaipur

Rajasthan

302020

India

Dear Pragati,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gurugram office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 17 May 2021

Accepted and Agreed:

_____

Pragati Saxena

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 17 May 2021

Name: Pragati Saxena

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

16 Jun 2021

Preeti Yadav
D/O:Sarvesh Singh Yadav,H.N.9,Roadways Colony, Behind Satellite Bus Stand Bareilly
Bareilly
Uttar Pradesh
243005
India

Dear Preeti,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gurugram office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 16 Jun 2021

Accepted and Agreed:

_____

Preeti Yadav

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 16 Jun 2021

Name: Preeti Yadav

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

1 June 2021

Ritika Dua

Manish Dua , 126/33 A, G Block , Govind Nagar , Kanpur Nagar

Kanpur

Uttar Pradesh

208006

India

Dear Ritika,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **20 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **20 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **20 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 1 June 2021

Accepted and Agreed:

_____

Ritika Dua

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 1 June 2021

Name: Ritika Dua

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

02 Jun 2021

Sanskriti Gaekwad
H no. 269, Saket Nagar
Indore
Madhya Pradesh
452001
India

Dear Sanskriti,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 02 Jun 2021

Accepted and Agreed:

_____

Sanskriti Gaekwad

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 02 Jun 2021

Name: Sanskriti Gaekwad

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

15 Jun 2021

Sanskriti Sharma
House No- a- 13, Rohata road, Gagan Enclave
Meerut
Uttar Pradesh
250002
India

Dear Sanskriti,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gurugram office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 15 Jun 2021

Accepted and Agreed:

_____

Sanskriti Sharma

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 15 Jun 2021

Name: Sanskriti Sharma

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

14 Jun 2021

Shilpa
Hno 227,Gadria mohlla,Shamshan talab,Majra roran
Karnal
Haryana
132157
India

Dear Shilpa,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 14 Jun 2021

Accepted and Agreed:

_____

Shilpa

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 14 Jun 2021

Name: Shilpa

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

19 May 2021

Shivangi Gupta
19/5 South bhopa Road, New mandi
Muzaffarnagar
Uttar Pradesh
251001
India

Dear Shivangi,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **20 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **20 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **20 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 19 May 2021

Accepted and Agreed:

_____

Shivangi Gupta

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 19 May 2021

Name: Shivangi Gupta

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

22 Jun 2021

Shivangi Kewlani
16/6, J.L.N Road, Tagore Town
Allahabad
Uttar Pradesh
211002
India

Dear Shivangi,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 22 Jun 2021

Accepted and Agreed:

_____

Shivangi Kewlani

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 22 Jun 2021

Name: Shivangi Kewlani

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Letter of Intent

Private & Confidential

Date: 14 - Dec - 2020

We thank you for the time taken to attend our interview process. We welcome you to the BA Continuum family.

BA Continuum India Private Limited is a wholly owned non-banking subsidiary of Bank of America Corporation. Subsequent to the interview process, we hereby extend this letter which represents confirmation of the intent to your employment with BA Continuum India Private Limited ("the Company") as Apprentice at Band H7 with a total Compensation of Rs 600000 (Six Lakh Only). The Compensation breakup has been explained to you. This letter confirms the following broad terms of our discussion.

The offer with respect to your employment is confirmed subject to clearance of the background check process.

Your anticipated date of joining will be in the month of Jul-2021. In case you do not join duty by the said date this letter of intent will stand cancelled and withdrawn. Your appointment is subject to your executing the formal appointment letter from the Company and the terms and conditions contained therein

To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career at BA Continuum India Private Limited. Please review this letter and return the signed copy on or before 21 Dec 2020 as this date represents the expiration of this offer.

Sincerely,
For BA Continuum India Pvt Ltd

Jiten Kapoor
Senior Vice President – Human Resources

Accepted and Agreed

Name: Shubhechcha Chauhan
Dated: 20-December-2020

Authorization

You hereby give explicit consent and authorize concerned organization / third party agent to start verification of information provided in your resume and application of employment from the date of signing this letter, to conduct enquiries as may be necessary, at the Company's discretion. You also authorize former employers, agencies, educational institutes who may have information relevant to your employment/education to disclose it to the concerned or its representative. You release all persons from liability on account of such disclosure.
You hereby give consent to Bank of America to initiate and conduct the current employment verification post expiry of 5 working days from accepting the Offer Letter/ Letter of Intent or 10 working days before the Date of Joining as mentioned in the Offer Letter/ Letter of Intent, whichever is earlier.

Name: Shubhechcha Chauhan

Dated 20 – December – 2020

Letter of Intent

Private & Confidential

Date: 14 - Dec - 2020

We thank you for the time taken to attend our interview process. We welcome you to the BA Continuum family.

BA Continuum India Private Limited is a wholly owned non-banking subsidiary of Bank of America Corporation. Subsequent to the interview process, we hereby extend this letter which represents confirmation of the intent to your employment with BA Continuum India Private Limited ("the Company") as Apprentice at Band H7 with a total Compensation of Rs 600000 (Six Lakh Only). The Compensation breakup has been explained to you. This letter confirms the following broad terms of our discussion.

The offer with respect to your employment is confirmed subject to clearance of the background check process.

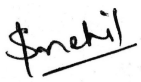
Your anticipated date of joining will be in the month of Jul-2021. In case you do not join duty by the said date this letter of intent will stand cancelled and withdrawn. Your appointment is subject to your executing the formal appointment letter from the Company and the terms and conditions contained therein

To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career at BA Continuum India Private Limited. Please review this letter and return the signed copy on or before 21 Dec 2020 as this date represents the expiration of this offer.

Sincerely,
For BA Continuum India Pvt Ltd

Accepted and Agreed



_____ _____

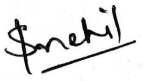
Jiten Kapoor
Senior Vice President – Human Resources

Name: Snehil R Singh
Dated: 16 - Dec - 2020

Authorization

You hereby give explicit consent and authorize concerned organization / third party agent to start verification of information provided in your resume and application of employment from the date of signing this letter, to conduct enquiries as may be necessary, at the Company's discretion. You also authorize former employers, agencies, educational institutes who may have information relevant to your employment/education to disclose it to the concerned or its representative. You release all persons from liability on account of such disclosure.

You hereby give consent to Bank of America to initiate and conduct the current employment verification post expiry of 5 working days from accepting the Offer Letter/ Letter of Intent or 10 working days before the Date of Joining as mentioned in the Offer Letter/ Letter of Intent, whichever is earlier.



Name: Snehil R Singh

Dated 16 - Dec - 2020

Private & Confidential

01 Sep 2021

Utkarsha Tripathi
3106, Apala Niwas 3 Banasthali Vidyapith, Newai,
Tonk
Rajasthan
304022
India

Dear Utkarsha,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **22 Sep 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **22 Sep 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.
During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **22 Sep 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 01 Sep 2021

Accepted and Agreed:

Utkarsha Tripathi

_____

Utkarsha Tripathi

Date: 02/09/2021

City: Jaipur

Annexure I: Compensation Details

Date of Offer: 01 Sep 2021

Name: Utkarsha Tripathi

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

19 May 2021

Vaishnavi Upadhyay

8A/4 Kumud Bhaavan Near Goyal Cement Agencee Lawyers Colony Dayal Bagh

Agra

Uttar Pradesh

282005

India

Dear Vaishnavi,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 19 May 2021

Accepted and Agreed:

_____

Vaishnavi Upadhyay

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 19 May 2021

Name: Vaishnavi Upadhyay

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

11 Jun 2021

Vidhi Saini
6/1099 Swatantra nagri patel mill
Saharanpur
Uttar Pradesh
247001
India

Dear Vidhi,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Mumbai office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 11 Jun 2021

Accepted and Agreed:

_____

Vidhi Saini

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 11 Jun 2021

Name: Vidhi Saini

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

Private & Confidential

11 Jun 2021

Zareen Fatima
Sd-001, Indo Gulf Township, Jagdishpur Industrial Area
Amethi
Uttar Pradesh
227817
India

Dear Zareen,

Congratulations, subsequent to the interview process we are pleased that you are considering joining BA Continuum India Pvt. Ltd. (herein after referred to as "Company") at our **Gandhinagar office**. This letter confirms the terms of our offer with respect to your planned engagement/appointment. You will be designated as **Apprentice** for one year ("Apprentice Training Period"). Your Annual Compensation (CTC including stipend) will be Rs **600000** - (Rupees Six Lakh Only) as more specifically stated in Annexure I attached to this offer.

Other Terms & Conditions

Your start date will be **08 Jul 2021 ("Date of Joining")**. The Company however reserves the right, at its absolute discretion, to extend the Date of Joining if it considers it necessary. You shall be notified in advance if the Date of Joining is being extended and the new Date of Joining will be informed accordingly. In case you do not join BA Continuum India Pvt. Ltd. by **08 Jul 2021** this offer of engagement/appointment will stand cancelled and withdrawn. Your engagement/ appointment stands effective from the date you report at the premises of BA Continuum India Pvt. Ltd. During the Apprentice Training Period you will be based in Gurugram, however, during this period you may be sent to other locations within the Company, for training purpose, at the discretion of the Company.

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of such benefit plans shall be as determined and/or amended from time to time by the Company and shall be governed by the terms of the applicable plans or award agreement provided to you at the time of issuance.

The Company reserves the right to change or modify the manner, composition or mode of delivering compensation in its full discretion. Your continuation of engagement/appointment shall be contingent upon you producing your Degree/ Graduation Certificate no later than **15 September 2021**. On failure to comply with the said requirement, you hereby agree and acknowledge that the Company shall have the right to terminate this agreement and your engagement with immediate effect or as deemed fit by the Company.

During the Apprentice Training Period, terms and conditions of the Apprentices Contract dated **08 Jul 2021** duly agreed and signed by you will be applicable. Post successful completion of the Apprentice Training Period, you will be absorbed as Sr Tech Associate in Band 7. Thereafter either party is entitled to terminate the contract by giving 60 days notice. Whereas the Company reserves the right to request service of notice or pay salary in lieu of, your notice period waiver or payment in lieu will be at the sole discretion of the Company, but in no event will be less than the minimum period required by applicable law.

The condition of this offer are:

1. Your background check, including credit, and employment reference is satisfactory to the Company and the Company is able to verify, to its satisfaction, the personal and sensitive information (including but not limited to biometric data, such as fingerprints) you have provided or would be required to provide during the course of your application in your resume, Candidate Information Sheet that you will be signing at the time of execution of this offer letter ("CIS Form") and such other information as may be requested by the Company. Any personal references and any negative report received by the Company from any person including your existing or earlier employer shall be confidential and solely for the Company's use, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company;
2. Where required, you are able to provide evidence of your right to work and remain in India, in accordance with legal requirements, or being issued with the relevant work visa, work permits, residence cards, licences, registrations or memberships;
3. Where required, you provide original documentary evidence of your previous employment, academic and professional qualifications as part of the background screening process;
4. You make full and frank written disclosure of all directorships and other positions of office that you currently hold;
5. You commence employment with Company on a date acceptable to Company and further that you are not subject to any restrictions arising from your current (or any previous) employment which may adversely impact on your activities for the Company;
6. You meet any further requirements as stated in this offer letter; and
7. You warrant and represent to the Company that all information, statements and documents made or provided to the Company for the purposes of any job application or any part of the recruitment process, including any application form or resume, are not misleading, false, incomplete or inaccurate for any reason, whether by way of any omission or otherwise.

Objections to the collection, use, storage, transfer or other processing of personal and sensitive information or withdrawal of consent may affect your employment with the Company as sharing of such information with the regulatory authorities both in India and other jurisdictions of operations can be an essential prerequisite of your job requirement.

We reserve the right to withdraw this offer as appropriate if any of the above conditions are not met, or if accepted, to rescind any agreement by reason of you failing to meet a condition precedent of employment, or to terminate your employment at our option.

By accepting this offer you acknowledge that you have been directed by the Company to comply with any continuing lawful and enforceable obligations that you may have to any former employer. You should make your line manager and HR representative aware of these obligations at the time of accepting this offer. This will include any post termination restrictions on your activities in relation to clients or employees of any former employer and any confidentiality obligations regarding trade secrets or other proprietary information belonging to your previous employer(s). Additionally, you should provide to the Company any correspondence from your former employer which you receive following your resignation, such as a relieving letter, which summarises the obligations by which your former employer believes you to be bound. In particular you agree not to bring to the Company any documents or other Information in any format, will not download, email, copy or otherwise send to yourself or anyone at the Company any documents or information in any format from your former employer(s) or other parties to whom you owe a duty of confidentiality; will not disclose any confidential, proprietary or trade secret information of any former employer or its clients, and will not use, disclose or act on such information in performing your duties for the Company. If, in the Company's opinion, such obligations to your former employer would mean you could not carry out your role with the Company then we may rescind or revoke this offer of employment.

By accepting this offer, you are agreeable to keep yourself in reasonable readiness to move to whatever place of occupation, the Company desires you to undertake.

Your employment is transferable or, you may be sent on deputation or on secondment, to any location in India or abroad either within the Company or to any of its associate or sister concerns or its subsidiary whether existing today or which may come up in future at any time at the sole discretion of the Company.

In case you are entitled to 'Relocation' and/or 'Notice pay out' benefit as per Company policy, the Company reserves the right to recover the entire amount spent, should you voluntarily terminate your employment or your employment is terminated by the Company (on disciplinary grounds), anytime within twelve (12) months from your start date at the new location. The amount recoverable from you by the Company will be based on actual amount spent by the Company or paid by the Company pursuant to your claims. The Company may at its sole discretion, if it thinks so fit to do, waive any portion of or the entire amount recoverable from you. The amount recoverable from you by the Company will be based on actual amount spent by the Company or claimed by you from the Company, on such relocation and/or Notice Payout.

Your employment with the Company is at all-time contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or within the Company, and as amended from time to time.

This Agreement is governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

Representations & Warranties

1. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity in order to accept this offer of employment.

2. You further warrant and represent that you are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

3. You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment in connection with the performance of your job duties for the Company, unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, and that this provision should be regarded as this Company's instruction for you not to do so. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential, and agree not to share them with anyone except with your immediate family, personal, financial and legal advisors.

This letter supersedes any prior oral or written understanding regarding the terms and conditions of your employment with the Company and any changes to such terms must be in writing and signed by you and an authorized representative of the Company.

Assuming that you accept and agree to the terms of this letter, during the period which begins immediately after you sign and date this letter, and ends upon your actual commencement date, you acknowledge and agree that your employment with the Company will not yet have begun (the **"Interim Period"**). You further acknowledge and agree that your employment with the Company will begin on the commencement date when you start work for the Company. During the

described Interim Period, this letter remains subject to rescission / revocation by the Company, in its sole discretion upon discovery of conduct or behavior by you which would constitute a breach of the representations and warranties set out in this letter; or such other behavior or conduct as is plainly and materially injurious to the Company, its business interests or its reputation.

During the Interim Period the Company will conduct verification of the information provided by you in your resume, CIS Form etc., in connection with your employment application and for employment purpose. By executing the CIS Form you give your consent regarding such verification being conducted by the Company. In the event the Company consents to your employment commencing ahead of the satisfactory completion of the required background check(s), your continued employment will be conditional on the satisfactory completion of such background screening procedures. If the Company requires additional documentation in support of your background check you will be given a maximum of thirty (30) days from the Date of Joining to provide any such documentation. Consequently, in the event that you fail to provide any documentation within thirty (30) days, or the Company is not satisfied with the documentation, or the results of your pre-employment screening, Company will be entitled to withdraw or rescind this offer by reason of you failing to meet a condition precedent of employment, or to terminate your employment at its option. Your employment will cease without any entitlement to notice or pay in lieu of notice. In the event of withdrawal or termination, no further entitlements (including any sign-on incentives) will be payable and you will be required to repay any sign-on payments already made.

We believe that you are capable of making an outstanding contribution and we can offer you a challenging and rewarding career with the Company. Please review this letter and return the signed copy of this letter as your acceptance of the terms and conditions contained herein. If you have any questions or if there is any way I can help you further, please do not hesitate to call.

Sincerely,

For BA Continuum India Pvt. Ltd.

_____

Jiten Kapoor

Senior Vice President

Date: 11 Jun 2021

Accepted and Agreed:

_____

Zareen Fatima

Date: _____

City: _____

Annexure I: Compensation Details

Date of Offer: 11 Jun 2021

Name: Zareen Fatima

Job Title: Apprentice for first year and post successful completion of Apprenticeship Training will be designated as Sr Tech Associate

Band: 7

Annual Compensation

Annual Compensation Components (All figures are in Rs, per annum)
Stipend#: 210000
House Rent Allowance: 105000
LTA: 30000
Advanced Statutory Bonus: 21600
Employer's Contribution to Provident Fund: 25200
Gratuity (as per payment of Gratuity Act)*: 10101
BA Continuum Allowance: 198099
Total Annual Compensation (CTC): 600000

Statutory Deductions:
1. Pursuant to applicable laws, rules, regulations notifications, ordinances and policies notified or promulgated and modifications thereof in effect from time to time and in accordance with Company Policies your compensation shall be subjected to necessary deductions towards provident fund contribution.
2. Basis the eligibility criteria for your coverage under Employees' State Insurance Act, 1948 ("ESIC") and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The Company will make the necessary employer's contribution accordingly.

General Terms:
1. The design of compensation structure is subject to revision by the Company at any time, in line with the changing operating environment and applicable laws, rules and regulations. Therefore, compensation, statutory entitlements or contributions may undergo change. The company determines the amount of each compensation component in its sole discretion subject to the same being not in violation of any prevailing statues of the land.
2. Upon joining the Company, you will also be enrolled in the hospitalization insurance scheme as applicable to employees at your level. In addition, you will be entitled to any other benefits, as per prevailing Company's policies.
3. Taxes at source will be deducted as per provisions of Income Tax Act, 1961.

* The Gratuity amount mentioned in the CTC is an indicative figure and used only for calculation purposes and the company will pay the Gratuity amount as per the norms laid out in The Payment of Gratuity Act, 1972.

"Stipend" will be paid only during first year of Apprenticeship training along with the above allowances and post successful completion of the Apprenticeship Training Period, in lieu of "stipend", "basic" salary along with allowances as applicable to your band will be paid.

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

18 June 2021

Divya Ahuja
Ram Janki Mandir ke Bagal Gali
Purani Bajaji Mardan Naka
Banda
210001

Dear Divya,

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 Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and 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

Sarada Srinivas
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 form your contract of employment (**"Employment Letter"**).

Name

Divya Ahuja

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

2 August 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in LTS − Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village KharadiPune 411014.

Working Hours

Unless you are required to work in shifts, 09:00 to 18:00 Monday to Friday, plus such additional hours as are required for the proper performance of your duties. Your working hours can be varied by the Company at its discretion, with reasonable notice. Your manager will inform you if you are required to work shifts.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

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	320,000.00
House Rent Allowance	160,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	320,000.00
Annual Salary	800,000.00
Provident Fund (Employer's Contribution)	38,400.00
Gratuity (per Company policy)	15,385.00
Total Fixed Pay	853,785.00

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.

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 agree to 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

Your annual leave entitlement is 25 days per year (inclusive of privilege and casual leave) and 12 days sick leave.

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

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

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 agree to 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 agree 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

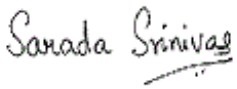
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

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,



Sarada Srinivas
Director HR Operations − GSC India
18 June 2021

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: _____

Taleo Number: 90286998
Contract Type: India− BGSC Analyst Contract

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 agreement 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 Agreement and the exercise of that right to terminate is not limited or fettered by any contractual 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 agree 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 agree 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 Agreement.

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 of 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 agree to 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 agree 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 agree that such assignment shall be perpetual, worldwide and royalty free. You also agree 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 agree 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 agree 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 agree to be bound by and 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 loyment 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 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 agree to 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 Agreement (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 agree with 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 agree 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 agreed 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 offeror 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.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Divya Ahuja
Offer electronically accepted on: 19 Jun 2021, 10:12 GMT+05:30

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

1 June 2021

Muskan Gupta
55 Gange Gauri Bagh
Near Shri Shyam Ji Public School
Balkeshwar Agra
Agra
282005

Dear Muskan,

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 Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and 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

Sarada Srinivas

Sarada Srinivas
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 form your contract of employment (**"Employment Letter"**).

Name

Muskan Gupta

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

2 August 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in LTS − Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune 411014.

Working Hours

Unless you are required to work in shifts, 09:00 to 18:00 Monday to Friday, plus such additional hours as are required for the proper performance of your duties. Your working hours can be varied by the Company at its discretion, with reasonable notice. Your manager will inform you if you are required to work shifts.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

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	320,000.00
House Rent Allowance	160,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	320,000.00
Annual Salary	800,000.00
Provident Fund (Employer's Contribution)	38,400.00
Gratuity (per Company policy)	15,385.00
Total Fixed Pay	853,785.00

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.

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 agree to pay to the Company (or alternatively Company may setoff against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

Your annual leave entitlement is 25 days per year (inclusive of privilege and casual leave) and 12 days sick leave.

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

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

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 agree to 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 agree 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

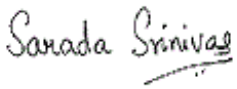
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

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,



Sarada Srinivas
Director HR Operations − GSC India
1 June 2021

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: _____

Taleo Number: 90285485
Contract Type: India− BGSC Analyst Contract

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 agreement 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 Agreement and the exercise of that right to terminate is not limited or fettered by any contractual 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 agree 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 agree 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 Agreement.

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 of 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 agree to 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 agree 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 agree that such assignment shall be perpetual, worldwide and royalty free. You also agree 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 agree 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 agree 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 agree to be bound by and 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 loyment 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 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 agree to 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 Agreement (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 agree with 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 agree 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 agreed 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 offeror 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.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Muskan Gupta
Offer electronically accepted on: 17 Jun 2021, 15:50 GMT+05:30

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

10 June 2021

Sumedha
Flat No 1003 Tower No 7
Panchsheel Prathishtha Sec 75
Noida
201301

Dear Sumedha,

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 Agreement refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values form a critical part of how Barclays is changing and 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

Sarada Srinivas
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 form your contract of employment (**"Employment Letter"**).

Name

Sumedha

Employing Company

Barclays Global Service Centre Private Limited ("the Company")

Position

Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date

2 August 2021, or such other date agreed between us in writing, subject to the pre−employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

Initial Place of Work

You will initially be based in LTS − Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village KharadiPune 411014.

Working Hours

Unless you are required to work in shifts, 09:00 to 18:00 Monday to Friday, plus such additional hours as are required for the proper performance of your duties. Your working hours can be varied by the Company at its discretion, with reasonable notice. Your manager will inform you if you are required to work shifts.

You must also work such additional hours as are required for the proper performance of your duties as per any applicable Company policy. However, you will devote sufficient time to your duties, which may require that you attend the office, or be available to fulfil your function, outside these hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Probationary Period

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	320,000.00
House Rent Allowance	160,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	320,000.00
Annual Salary	800,000.00
Provident Fund (Employer's Contribution)	38,400.00
Gratuity (per Company policy)	15,385.00
Total Fixed Pay	853,785.00

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.

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 agree to 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

Your annual leave entitlement is 25 days per year (inclusive of privilege and casual leave) and 12 days sick leave.

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

You will not receive any additional remuneration or time off in lieu for work performed in addition to your normal hours of work, save as required by applicable law.

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 agree to 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 agree 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

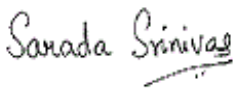
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

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,



Sarada Srinivas
Director HR Operations − GSC India
10 June 2021

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: _____

Taleo Number: 90286120
Contract Type: India− BGSC Analyst Contract

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 agreement 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 Agreement and the exercise of that right to terminate is not limited or fettered by any contractual 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 agree 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 agree 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 Agreement.

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 of 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 agree to 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 agree 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 agree that such assignment shall be perpetual, worldwide and royalty free. You also agree 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 agree 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 agree 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 agree to be bound by and 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 loyment 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 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 agree to 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 Agreement (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 agree with 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 agree 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 agreed 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 offeror 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.

Attachments to the Offer Letter

Comms.pdf

Offer electronically accepted by: Sumedha .
Offer electronically accepted on: 13 Jun 2021, 16:07 GMT+05:30

Candidate ID: 4900912 /940948,

Date of Joining: 09/09/2021,

Joining Location: Pune,

Designation: Analyst,

Dear Nisha Kumari,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Pune office, for joining formalities as per the address mentioned below:

Address

Ground to 14th Floor of Development Block 1, Plot No 14,
Rajiv Gandhi Infotech Park, Phase III, Hinjewadi, Pune, Maharashtra - 411057

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
2.	Employment Documents: **Current Employment(Immediate Previous)** a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months c) Shop License
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR
The information contained in this message is proprietary and confidential. Copyright © 2013. All rights reserved by Capgemini.

EMPLOYMENT OFFER LETTER

Capgemini Ref: 4900912 /940948,

09/07/2021,

Nisha Kumari
Flat-404,Block-C,
Hyderabad,
India

Confidential

Dear Nisha Kumari,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **09/09/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Pune**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Annexure - A

Nisha Kumari

Analyst

Total Cost to Company (CTC). **Rs.300,002.00**

Monthly Components	**Per Month**	**Annualized**
Basic	Rs 15,000.00	Rs 180,000.00
House Rent Allowance	Rs. 3,679.00	Rs 44,148.00
Other Allowances and Reimbursements – 1 #	Rs. 0	Rs.0
Other Allowances and Reimbursements – 2 +	Rs. 0	Rs. 0
Advance Statutory Bonus	Rs. 3,149.00	Rs. 37,788.00
Gross monthly salary	**Rs.21,828.00**	**Rs. 261,936.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		**Rs.292,200.00**
Total Cash Compensation		**Rs.292,200.00**
Benefits		
Medical, Accident & Life Insurance Premium		**Rs.** 7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		**Rs. 300,002.00**

Annexure - B

Nisha Kumari

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.1,80,000.00
House Rent Allowance	Rs.9,000.00	Rs108,000.00
Other Allowance and Reimbursement - 1	Rs.1,199.00	Rs.14,388.00
Other Allowance and Reimbursement - 2	Rs.147.00	Rs.1,764.00
Advanced Statutory Bonus	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	**Rs.28,495.00**	**Rs.341,940.00**
Statutory payments ++		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)	Rs.722.00	Rs.8,664.00
Total Fixed Compensation	**Rs.31,017.00**	**Rs.372,204.00**
Total Cash Compensation	**Rs.31,017.00**	**Rs.372,204.00**
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Capgemini contribution to ESI		Rs.0.00

Total Cost to Company		**Rs.380,006.00**

You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19800.00
Books and Journals	24000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

* Employee's contribution towards PF will be made from the monthly salary as defined by Law.
The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the component

All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-November-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn:	Head - Human Resources
Address:	Capgemini Technology Services India Limited, Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708
Email:	hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited

Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Nisha Kumari

Date: 09/07/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights),

including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and

market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:

EMPLOYMENT OFFER LETTER

Capgemini Ref: 4773209 /887028,

08/04/2021,

Shambhavi Sudhansu
Ramayan Bhawan, Near Multipurpose School,I.B road, Haweli Kharagpur, Munger, bihar 811213,
Bihar ,
India

Confidential

Dear Shambhavi Sudhansu,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **08/05/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Pune**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

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Saniya Gupta

122,vaishali vihar , delhi road , saharanpur
Saharanpur, Uttar Pradesh 247001

Dear **Saniya,**

I’m delighted to offer you a role at Cisco, where you’ll be joining 70,000+ people who change the way the world works, lives, plays, and learns! But our edge doesn’t come from our world-changing technology, it comes from our people. People just like you.

If you decide to join us, we offer something exceptional – it’s called Our People Deal. It is all about what Cisco will offer you, and what we ask of you in return. Below you’ll find the beginning of what Cisco has for you.

We're offering you a position as a **Consulting Engineer**, Grade Level **004** in **198 - Cisco Commerce India Private Limited**. You'll report to me, **Sameer Mishra |samemish@cisco.com** and you'll start in our **Mumbai, India** office.

When you'll start ?

We’re planning for you to start on **11-Aug-2021** (Start Date). If this date won’t work for you, please email me (**Sameer Mishra |samemish@cisco.com**) with the date you prefer and we can discuss options. You just need to make sure it is at least two weeks after we receive all your signed documents.

What Happens Next ?

Please let us know your response to this offer by **26-Apr-2021** by either accepting this offer or contacting your recruiter or me to discuss.

If you accept the offer, you'll get access to our hiring portal, "My Documents Space" where you’ll find more about what you need to get started on your Cisco career journey.

Get in touch if you have any questions. Reach out to me personally, or your recruiter, who is also a great source of information. It’s been a pleasure getting to know you, **Saniya**. I look forward to having you on our team!

Welcome to Cisco!

Sameer Mishra |samemish@cisco.com

Director, Customer Delivery

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Cisco Commerce India Private Limited
Prestige Solitaire, Level - II,
No.6 Brunton Road,
Bengaluru, Karnataka, 560001
CIN: U72200KA2011FTC056691
Tel : +91-80-42501500
Fax :: +91-80-42501900
www.cisco.com/in

Dear **Saniya**,

The terms of your employment are set out in the attached offer letter. Details of your remuneration and discretionary benefits are also included below. In brief, these include:

Start Date	**11-Aug-2021**
Candidate Name	**Saniya Gupta**
Manager Name	**Sameer Mishra |samemish@cisco.com**
Grade	**004**
Designation	**Consulting Engineer**

Compensation Details	**In INR per Annum**
(A). Basic Salary	**INR 500,000.00**
(B). Flexible Compensation Plan	**INR 500,000.00**
(C). Total Fixed Salary (A+B)	**INR 1,000,000.00**
(D). Discretionary Bonus/Sales Commission at 100% achievement (Variable Component; Current Target)	**INR 70,000.00**
(E). PF (Employer's Contribution)	**INR 60,000.00**
(F). Estimated Total on Target Compensation at Current Targets (C+D+E)	**INR 1,130,000.00**

- Insurance benefits, additional leave entitlements and other discretionary benefits.

Your projected start date is **11-Aug-2021**. If you prefer a different start date, please respond back to this email with your requested start date.

To accept the terms of your offer, follow the process set out in clause 21 of the attached offer letter. If you do not do so within seven days from the date of this letter, the offer will lapse. Please also note that the terms of this letter and the attached offer letter are confidential.

Welcome to the Cisco family! We wish you a long and fruitful career with the Company.

Yours faithfully,
198 - Cisco Commerce India Private Limited

Priyanka Bhagat
MANAGER RECRUITING. TALENT ACQUISITION

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DocuSign Envelope ID: 0F60294B-9CB8-4F72-8250-18E943AF78C2

Saniya Gupta
122,vaishali vihar , delhi road , saharanpur
Saharanpur, Uttar Pradesh 247001

Dear **Saniya**:

On behalf of **198 - Cisco Commerce India Private Limited** ("**Company**"), I am pleased to offer you the position of **Consulting Engineer** (System Title: **Consulting Engineer**) on the terms set out herein.

1. **COMMENCEMENT OF EMPLOYMENT**

a. Subject to you obtaining the necessary employment or visa approvals, if any, from the relevant government authorities for your employment with the Company, your employment will commence on **11-Aug-2021**.

b. Your employment is intended to be for an indefinite term, subject to:

- the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your salary and employment history;
- your successful completion of an initial six (6) month probationary period. During the probation period you will be eligible for benefits in accordance with relevant Company policies; and
- termination pursuant to the terms of this agreement and the requirements of applicable law.

Any past service rendered by you with any affiliate or group entity of the Company shall not be considered by the company for the purpose of determining your eligibility for any local statutory benefits such as gratuity including other retirals or otherwise during your employment with **198 - Cisco Commerce India Private Limited** ("**Company**").

2. TERMS AND SCOPE OF EMPLOYMENT

a. You will be employed in the position of **Consulting Engineer**), grade level **004**.

b. Your place of posting will be in **IND-MUMBAI, MAHARASHTRA, INDIA**.You are liable to be transferred to any place of business of the Company as existing/operating presently or acquired or set up later in any part of India or abroad at any time. You are also liable to be deputized to any work or assigned the works of any Associate/Sister Concerns, Subsidiaries or any other Companies/Concerns/Organizations/Firms with whom the Company may make such arrangement or agreement.
Due to the global COVID-19 crisis, Cisco globally is limiting its employees presence in its offices. Hence your place of work could be either your assigned primary work location (Cisco office) or home office based on your permanent address. Once the Company determines that it is appropriate, having regard to its operational needs, to have its employees return to its office, your place of work will transition to the primary work location .The Company will give you as much notice as practical on the date of your transition.
If you do not relocate from working from the remote location to your primary work location within 90 days after being requested to do so by Cisco, then Cisco reserves the right to terminate your employment.

c. You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Proprietary Information and Inventions Agreement".

d. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Cisco's Code of Business Conduct. These policies and procedures form part of your contract of employment (and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so). The COBC explains our Company's ethical values and culture, and the current version can be found at:
https://investor.cisco.com/investor-relations/governance/code-of-conduct/default.aspx

e. Please read the document concerning "Conflicts of Interest" carefully as it highlights certain conflict of interest policies under the Cisco Code of Business Conduct that you will be expected to comply with while employed by Cisco. If, after reviewing this document, you believe your employment with Cisco will create a conflict of interest of the types described in that document, immediately contact **Shahana Usman US |susmanus@cisco.com**, or **Satish Kumar V |satishve@cisco.com**.

3. DUTIES

a. You agree that, during your employment with the Company you must:

i. perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside Business Hours and at such places as the Company requires;

ii. serve the Company faithfully and diligently to the best of your ability;

iii. use all reasonable efforts to promote the interests of the Company;

iv. act in the Company's best interests;

v. comply with the Company's policies and procedures in place from time to time;

vi. comply with all law applicable to your position and the duties assigned to you; and

vii. report to the person or persons nominated by the Company from time to time.

b. Without limiting your duties to the Company, you must not:

i. act in conflict with the Company's best interests; or

ii. compete with the Company, Cisco Commerce Private Limited or any of their respective subsidiaries and affiliates (together, the "Cisco Group").

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c. You agree that, the Company may assign you additional tasks or to a new manager; modify or remove your assigned duties; or change the place of your employment without additional compensation to you, in accordance with the Company's needs.

4. SALARY

Your fixed salary of **INR 1,000,000.00** will be split equally (i.e. 50%:50%) into two components:
a. basic salary which is fully taxable and may not be changed; and

b. flexible compensation: This component is flexible and you may structure it by allocating it among the following, which apply in accordance with Company policy and relevant laws as established and amended from time to time:

i. house rent allowance (HRA).This allowance is exempt from tax to the extent permitted by income tax laws and is based on the actual rental amount paid.

ii. leave travel allowance (LTA): This is an allowance of up to INR 1,00,000 per annum, which is subject to applicable income tax laws;

iii. food coupons: These are exempt from tax up to a maximum of INR 13,200 per annum; and

iv. flexible allowance: this is the residual balance (if any) after allocating your Flexible Compensation amongst the above. This amount is taxable.

Your basic salary will be paid according to local payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time. Your fixed salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased and is paid in satisfaction of all services rendered by you under this agreement, including overtime, to the extent permitted by law.

You are encouraged to independently verify the tax implications on your salary. The taxable and non- taxable components of your salary may vary based upon the prevailing law as amended from time to time.

5. PROVIDENT FUND CONTRIBUTIONS AND GRATUITY

The Company shall make contributions of 12% of basic salary towards the provident fund. Gratuity will be paid in accordance with prevailing statutory requirements and your tenure of employment on India payroll.

For the employee holding foreign passport (International Worker), the Company shall make contributions of 12% of basic plus flexible allowance towards the provident fund.

6. DISCRETIONARY BENEFITS

In addition to your salary, the Company may, at its absolute discretion, provide you with other benefits. Unlike your salary, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its absolute discretion. Such benefits include, without limitation, the benefits set out in the remainder of this paragraph.

The Company's offer to you also includes a gross sign-on bonus of **INR 200,000.00** . This sign-on bonus will be paid to you in 2 installments (less tax and other authorized deductions). The first installment of **INR 100,000.00** will be paid on successful completion of 12 months of your employment and balance amount **INR 100,000.00** will be paid as 2nd installment upon successful completion of 24 months of your employment. This sign-on bonus will not be paid if, on the date of payment: either party has given the other notice of termination of your employment; or you are no longer employed by the Company.

You authorize the Company to withhold from your final pay, to the extent permitted by law, any Sign-On Bonus reimbursement due to the Company as described above and you agree to sign whatever further authorization may be required by the Company at the time to give effect to this. In the event the reimbursement amount you owe the Company is greater than the amount withheld, you must pay the balance in full to the Company within thirty (30) days of the date your employment terminates.

You may be eligible to participate in any bonus scheme applicable to your position that the Company has in place from time to time. You acknowledge any bonus shall be at the absolute discretion of the Company, and you agree that as a condition of participating in any such scheme that you will not make, and do not have, any legal claim to expect or be entitled to a bonus, even if such payment was made repeatedly and without any explicit acknowledgment on each occasion as to its voluntary and/or discretionary nature.

You may be entitled to participate in the Company's benefits plans as operated from time to time, at such times as you qualify for them or, as the case may be, as you are selected, at the Company's absolute discretion, for participation in them. These include insurance benefits, additional leave entitlements such as maternity leave, marriage leave and bereavement leave, and other benefits.

7. VACATION ENTITLEMENT AND PAID HOLIDAYS

a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.

b. You are entitled to public holidays in accordance with the laws of the state in which you work.

c. Privilege leave and public holidays will be paid as actual workdays.

d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you.

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8. HOURS OF WORK

You are expected to work during the Company's normal business hours. The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

9. BUSINESS TRAVEL

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard.

10. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

11. DISABILITY AND SICK LEAVE

a. You will be entitled to paid sick leave in accordance with the Company's policy in place from time to time, subject to applicable law. You will not be entitled to any payment in respect of such leave on termination of your employment.

b. You are required to notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence.

c. If you are unable to attend work due to illness or injury, you are required upon request or as set out in the Company's policy to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In the case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.

d. The Company may require that you undergo a thorough medical examination by a doctor approved by the Company, at the expense of the Company, for any absence from work due to an illness or injury. The Company will be provided with the results of the examination and you agree to complete any additional authorization necessary to enable the results of the examination to be shared with the Company.

12. TERMINATION OF EMPLOYMENT RELATIONSHIP

a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

i. you disobey a lawful direction of the Company;

ii. you are guilty of any other serious misconduct;

iii. you commit any serious or persistent breach or non- observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;

iv. you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT;

v. you commit an act or acts in breach of the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment with the Company or "The Cisco Code of Business Conduct" as each may exist from time to time;

vi. you engage in conduct that could bring you or the Company into disrepute;

b. During the probationary period, your employment may be terminated at any time:

i. by you giving to the Company 15 days' written notice; or by paying an amount equal to 15 days' fixed salary; or

ii. by the Company giving you 15 days' written notice or by paying you an amount equal to 15 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

c. After the successful completion of the probationary period, your employment may be terminated at any time:

i. by you giving to the Company 60 days' written notice; or by paying an amount equal to 60 day's fixed salary; or

ii.by the Company giving you 60 days' written notice or by paying you an amount equal to 60 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

d. 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 shall apply.

e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such notice period.

f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

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g. If your employment is terminated for any reason:

i. the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;

ii. you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles;

iii. your obligations contained within the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and

iv. you must not record or retain any confidential information in any form after termination.

h. Additionally, your employment may also be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever if:

i. you fail to provide the required documents related to completion of your education. The company has provided you temporary relief, in light of the covid19 situation, to submit your documents within 10 days of it being issued by your institution.

ii. you fail to succeed / pass in your examination thus leading to incompletion of your degree.

iii. you fail to appear for your degree examination.

13. NO CONFLICT OF INTEREST

a. You warrant that:

i. you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and

ii. your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Cisco Group or which in any way otherwise competes with any member of the Cisco Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

14. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

15. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of the agreement set out in this letter is not a waiver of its right at any later time to insist on performance of that or any other provision of the agreement set out in this letter.

16. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no compensation to you.

17. SEVERABILITY

The Company and you mutually agree that the provisions of this agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

18. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

19. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under the agreement set out in this letter or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

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21. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable. To accept the terms of this offer, you must do the following on or before the acceptance deadline of seven days following the date of this letter:

a. Sign the offer using DocuSign; and

b. acknowledge that you have received, reviewed and signed the Proprietary Information and Inventions Agreement and returned the completed, signed copy to as per instructions from **Satish Kumar V |satishve@cisco.com**, or such other person nominated by **Satish Kumar V |satishve@cisco.com**.

If you do not do these things by **26-Apr-2021** signifying your acceptance of the offer, the offer will lapse.

Welcome to the Cisco India family! We wish you a long and fruitful career with the Company.

Yours sincerely,

Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Acceptance

I, **Saniya Gupta**, accept this offer on the terms mentioned above.

Signature

Date

For Official Use Only:
198 - Cisco Commerce India Private Limited
Consulting Engineer
004

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Domestic Relocation Benefits

Name: **Saniya**
Date: **11-Aug-2021**

Dear **Saniya**,

You are entitled to relocation assistance under the Company's domestic relocation policy (**Policy**), a copy of which is enclosed. You are entitled to the "Domestic Standard" level of assistance (as set out in the Policy) and summarised below are the details of the relocation package being provided to help support your transition from **UTTAR PRADESH** to **IND-MUMBAI**. All benefits under the Policy are subject to the terms of the Policy from time to time and are "Discretionary Benefits" (as defined in your offer letter).

You will be reimbursed expenses towards the following items subject to limits specified below. However, in light of the recent Covid situation, the below expense reimbursements will be made only on actual relocation. The Company will give you as much notice as practical of the date of your transition. You will have to change from remote location working, to your primary work location within 90 days after being requested to do so by Cisco. Please ensure that reimbursements are submitted in the tool and within timelines as specified in the Domestic Relocation policy.

Particulars	**Eligibility**
Travel Fare Reimbursement	Economy class airfare or II AC train fare from your current location to the place of joining Cisco Systems by the shortest possible route will be reimbursed on actual expenses incurred for you and maximum at the time of joining the company. Original boarding passes are needed for reimbursement claims.
Movement of Household Goods	Reimbursement of expenses incurred towards shipment of household goods up to a maximum of INR 45,000 or actuals, which ever is less, subject to you submitting original receipts of the same.
Temporary Living Related Expenses	The company shall provide temporary accommodation and related expenses only for your stay only for a maximum period of 15 days. Limits for Related Expenses: o Food INR 500 per day per person o Laundry on submission of receipt/ or along with the hotel bills INR 400 per person/ per day o Co. Provided Transport from company provided accommodation to campus and back as applicable.
Airport Transfers	Reimbursement of Airport Transfers in both current & new location subject to actual bill

Note:

All reimbursements are subject to submission of original bills and receipts.

All reimbursements to be claimed through the company tool and within timelines as specified in the Policy.

Any additional expenses borne by you will not be eligible for reimbursement.

The Company will also pay you a relocation allowance of **INR 83,333.00** equivalent to ***30 days'*** fixed salary. This allowance is subject to deduction of tax, as applicable.

If in case you do not relocate by the date as requested by the company, the company reserves the right to take appropriate action as deemed necessary. You will also agree to repay the full amount that has been paid to you in advance as "relocation allowance" in such situation as well as in case of you voluntarily terminating.

Please refer to the Policy for additional details or contact GBS Employee Experience: HR Support

For **198 - Cisco Commerce India Private Limited**

Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Relocation Payback Agreement

Date: 11-Aug-2021

Name: **Saniya Gupta**

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I understand and agree that 198 - Cisco Commerce India Private Limited ("**Cisco**") may, in its sole discretion, require that I provide additional acceptable documentation of some or all of my relocation expenses before reimbursing me for those expenses.

I further understand and agree that Cisco's obligation to make any relocation payment(s) and reimbursement is contingent upon my continued employment with the Company. If I voluntarily terminate my employment within the first year of my relocation, or my employment is terminated for "cause" (as defined below) by the Company, I agree to pay back on pro rata basis all relocation payments and reimbursements advanced to me or paid on my behalf by Cisco. The pro-rata amount will be determined by multiplying the total payments and reimbursements.

If, I have not relocated to my work location as per notice from Cisco OR have not relocated at all within one year, I agree to pay back full amount of all relocation payments and reimbursements advanced to me or paid on my behalf by Cisco.

In the event of involuntary termination without cause or termination due to my acceptance of a voluntary retirement or redundancy scheme offered by the Company, I am not required to repay any amount to Cisco. "Cause" means any of the following reasons:

(i) my continued material failure to perform my duties to Cisco (other than due to disability) after there has been delivered to me a written demand for performance which describes the specific material deficiencies in my performance and the specific manner in which my performance must be improved, all in accordance with the Cisco performance management plan, and which provides thirty (30) business days from the date of notice, or the amount of time specified in any applicable Cisco performance management plan, whichever is greater, to remedy such performance deficiencies;

(ii) my engaging in an act of willful misconduct that has had or will have a material adverse effect on Cisco's reputation or business;

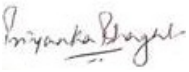
(iii) my being convicted of a crime punishable by imprisonment;

(iv) my committing an act of fraud against, or willful misappropriation of property belonging to, Cisco;

(v) my material breach of the Cisco Code of Business Conduct, Conflict of Interest Agreement or Proprietary Information and Inventions Agreement;

(vi) any other circumstance, or conduct, behaviour or omission by me, which entitles Cisco to terminate my employment immediately without notice or payment in lieu, including without limitation those set out in subclause (a) under the heading of TERMINATION OF EMPLOYMENT RELATIONSHIP in my offer letter.

I authorize Cisco, to the extent permitted by law, to deduct from any payments due to me on termination any amount owed to Cisco, as determined above. I further agree to re-affirm this authorization in writing in the event that my employment is terminated during my first year of employment, either voluntarily or involuntarily for cause. I agree to pay the remaining balance in full to Cisco within thirty (30) days of my termination date.



Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Saniya Gupta

Employee Name & Signature

Date:

DocuSign Envelope ID: D1498A22-CC95-46DC-945D-0875FFD163AC

31-May-2021

Sakshi Sengar

Munshi Gajadhar Singh Marg, Sengar Medical Agency, Hathras
Hathras, Uttar Pradesh 204101

Dear **Sakshi,**

I'm delighted to offer you a role at Cisco, where you'll be joining 70,000+ people who change the way the world works, lives, plays, and learns! But our edge doesn't come from our world-changing technology, it comes from our people. People just like you.

If you decide to join us, we offer something exceptional – it's called Our People Deal. It is all about what Cisco will offer you, and what we ask of you in return. Below you'll find the beginning of what Cisco has for you.

We're offering you a position as a **Consulting Engineer**, Grade Level **004** in **123 - Cisco Systems (India) Private Limited**. You'll report to me, **Aarushi Bhatnagar |aarbhatn@cisco.com** and you'll start in our **Bangalore, India** office.

When you'll start ?

We're planning for you to start on **11-Aug-2021** (Start Date). If this date won't work for you, please email me (**Aarushi Bhatnagar |aarbhatn@cisco.com**) with the date you prefer and we can discuss options. You just need to make sure it is at least two weeks after we receive all your signed documents.

What Happens Next ?

Please let us know your response to this offer by **10-Jun-2021** by either accepting this offer or contacting your recruiter or me to discuss.

If you accept the offer, you'll get access to our hiring portal, "My Documents Space" where you'll find more about what you need to get started on your Cisco career journey.

Get in touch if you have any questions. Reach out to me personally, or your recruiter, who is also a great source of information. It's been a pleasure getting to know you, **Sakshi**. I look forward to having you on our team!

Welcome to Cisco!

Aarushi Bhatnagar |aarbhatn@cisco.com
Leader, Business Operations

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Cisco Systems (India) Private Limited
SEZ Unit, Cessna Business Park,
Kadubeesanahalli Village
Varthur Hobli, Sarjapur Marathalli Outer Ring Road
Bangalore, Karnataka 560103
CIN: U31909KA1995PTC019505
India

Dear **Sakshi**,

The terms of your employment are set out in the attached offer letter. Details of your remuneration and discretionary benefits are also included below. In brief, these include:

Start Date	**11-Aug-2021**
Candidate Name	**Sakshi Sengar**
Manager Name	**Aarushi Bhatnagar |aarbhatn@cisco.com**
Grade	**004**
Designation	**Consulting Engineer**

Compensation Details	**In INR per Annum**
(A). Basic Salary	**INR 500,000.00**
(B). Flexible Compensation Plan	**INR 500,000.00**
(C). Total Fixed Salary (A+B)	**INR 1,000,000.00**
(D). Discretionary Bonus/Sales Commission at 100% achievement (Variable Component; Current Target)	**INR 70,000.00**
(E). PF (Employer's Contribution)	**INR 60,000.00**
(F). Estimated Total on Target Compensation at Current Targets (C+D+E)	**INR 1,130,000.00**

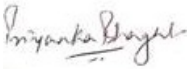
- Insurance benefits, additional leave entitlements and other discretionary benefits.

Your projected start date is **11-Aug-2021**. If you prefer a different start date, please respond back to this email with your requested start date.

To accept the terms of your offer, follow the process set out in clause 21 of the attached offer letter. If you do not do so within seven days from the date of this letter, the offer will lapse. Please also note that the terms of this letter and the attached offer letter are confidential.

Welcome to the Cisco family! We wish you a long and fruitful career with the Company.

Yours faithfully,
123 - Cisco Systems (India) Private Limited



Priyanka Bhagat
MANAGER RECRUITING. TALENT ACQUISITION

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DocuSign Envelope ID: D1498A22-CC95-46DC-945D-0875FFD163AC

Sakshi Sengar
Munshi Gajadhar Singh Marg, Sengar Medical Agency, Hathras
Hathras, Uttar Pradesh 204101

Dear **Sakshi**:

On behalf of **123 - Cisco Systems (India) Private Limited** ("**Company**"), I am pleased to offer you the position of **Consulting Engineer** (System Title: **Consulting Engineer**) on the terms set out herein.

1. **COMMENCEMENT OF EMPLOYMENT**

a. Subject to you obtaining the necessary employment or visa approvals, if any, from the relevant government authorities for your employment with the Company, your employment will commence on **11-Aug-2021**.

b. Your employment is intended to be for an indefinite term, subject to:

- the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your salary and employment history;
- your successful completion of an initial six (6) month probationary period. During the probation period you will be eligible for benefits in accordance with relevant Company policies; and
- termination pursuant to the terms of this agreement and the requirements of applicable law.

Any past service rendered by you with any affiliate or group entity of the Company shall not be considered by the company for the purpose of determining your eligibility for any local statutory benefits such as gratuity including other retirals or otherwise during your employment with **123 - Cisco Systems (India) Private Limited** ("**Company**").

2. TERMS AND SCOPE OF EMPLOYMENT

a. You will be employed in the position of **Consulting Engineer**), grade level **004**.

b. Your place of posting will be in **IND-BANGALORE, KARNATAKA, INDIA** .You are liable to be transferred to any place of business of the Company as existing/operating presently or acquired or set up later in any part of India or abroad at any time. You are also liable to be deputized to any work or assigned the works of any Associate/Sister Concerns, Subsidiaries or any other Companies/Concerns/Organizations/Firms with whom the Company may make such arrangement or agreement.
Due to the global COVID-19 crisis, Cisco globally is limiting its employees presence in its offices. Hence your place of work could be either your assigned primary work location (Cisco office) or home office based on your permanent address. Once the Company determines that it is appropriate, having regard to its operational needs, to have its employees return to its office, your place of work will transition to the primary work location .The Company will give you as much notice as practical on the date of your transition.
If you do not relocate from working from the remote location to your primary work location within 90 days after being requested to do so by Cisco, then Cisco reserves the right to terminate your employment.

c. You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Proprietary Information and Inventions Agreement".

d. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Cisco's Code of Business Conduct. These policies and procedures form part of your contract of employment (and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so). The COBC explains our Company's ethical values and culture, and the current version can be found at:
https://investor.cisco.com/investor-relations/governance/code-of-conduct/default.aspx

e. Please read the document concerning "Conflicts of Interest" carefully as it highlights certain conflict of interest policies under the Cisco Code of Business Conduct that you will be expected to comply with while employed by Cisco. If, after reviewing this document, you believe your employment with Cisco will create a conflict of interest of the types described in that document, immediately contact **Akshatha S Swamy |aksswamy@cisco.com**, or **Samta Katiyar |samkatiy@cisco.com**.

3. DUTIES

a. You agree that, during your employment with the Company you must:

i. perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside Business Hours and at such places as the Company requires;

ii. serve the Company faithfully and diligently to the best of your ability;

iii. use all reasonable efforts to promote the interests of the Company;

iv. act in the Company's best interests;

v. comply with the Company's policies and procedures in place from time to time;

vi. comply with all law applicable to your position and the duties assigned to you; and

vii. report to the person or persons nominated by the Company from time to time.

b. Without limiting your duties to the Company, you must not:

i. act in conflict with the Company's best interests; or

ii. compete with the Company, Cisco Commerce Private Limited or any of their respective subsidiaries and affiliates (together, the "Cisco Group").

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c. You agree that, the Company may assign you additional tasks or to a new manager; modify or remove your assigned duties; or change the place of your employment without additional compensation to you, in accordance with the Company's needs.

4. SALARY

Your fixed salary of **INR 1,000,000.00** will be split equally (i.e. 50%:50%) into two components:
a. basic salary which is fully taxable and may not be changed; and

b. flexible compensation: This component is flexible and you may structure it by allocating it among the following, which apply in accordance with Company policy and relevant laws as established and amended from time to time:

i. house rent allowance (HRA).This allowance is exempt from tax to the extent permitted by income tax laws and is based on the actual rental amount paid.

ii. leave travel allowance (LTA): This is an allowance of up to INR 1,00,000 per annum, which is subject to applicable income tax laws;

iii. food coupons: These are exempt from tax up to a maximum of INR 13,200 per annum; and

iv. flexible allowance: this is the residual balance (if any) after allocating your Flexible Compensation amongst the above. This amount is taxable.

Your basic salary will be paid according to local payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time. Your fixed salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased and is paid in satisfaction of all services rendered by you under this agreement, including overtime, to the extent permitted by law.

You are encouraged to independently verify the tax implications on your salary. The taxable and non- taxable components of your salary may vary based upon the prevailing law as amended from time to time.

5. PROVIDENT FUND CONTRIBUTIONS AND GRATUITY

The Company shall make contributions of 12% of basic salary towards the provident fund. Gratuity will be paid in accordance with prevailing statutory requirements and your tenure of employment on India payroll.

For the employee holding foreign passport (International Worker), the Company shall make contributions of 12% of basic plus flexible allowance towards the provident fund.

6. DISCRETIONARY BENEFITS

In addition to your salary, the Company may, at its absolute discretion, provide you with other benefits. Unlike your salary, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its absolute discretion. Such benefits include, without limitation, the benefits set out in the remainder of this paragraph.

The Company's offer to you also includes a gross sign-on bonus of **INR 200,000.00** . This sign-on bonus will be paid to you in 2 installments (less tax and other authorized deductions). The first installment of **INR 100,000.00** will be paid on successful completion of 12 months of your employment and balance amount **INR 100,000.00** will be paid as 2nd installment upon successful completion of 24 months of your employment. This sign-on bonus will not be paid if, on the date of payment: either party has given the other notice of termination of your employment; or you are no longer employed by the Company.

You authorize the Company to withhold from your final pay, to the extent permitted by law, any Sign-On Bonus reimbursement due to the Company as described above and you agree to sign whatever further authorization may be required by the Company at the time to give effect to this. In the event the reimbursement amount you owe the Company is greater than the amount withheld, you must pay the balance in full to the Company within thirty (30) days of the date your employment terminates.

You may be eligible to participate in any bonus scheme applicable to your position that the Company has in place from time to time. You acknowledge any bonus shall be at the absolute discretion of the Company, and you agree that as a condition of participating in any such scheme that you will not make, and do not have, any legal claim to expect or be entitled to a bonus, even if such payment was made repeatedly and without any explicit acknowledgment on each occasion as to its voluntary and/or discretionary nature.

You may be entitled to participate in the Company's benefits plans as operated from time to time, at such times as you qualify for them or, as the case may be, as you are selected, at the Company's absolute discretion, for participation in them. These include insurance benefits, additional leave entitlements such as maternity leave, marriage leave and bereavement leave, and other benefits.

7. VACATION ENTITLEMENT AND PAID HOLIDAYS

a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.

b. You are entitled to public holidays in accordance with the laws of the state in which you work.

c. Privilege leave and public holidays will be paid as actual workdays.

d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you.

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8. HOURS OF WORK

You are expected to work during the Company's normal business hours (Business Hours). The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

While working with the TAC India business unit, you may be required to work on a 6th day in a week. The need to work on a 6th day in the week will be informed to you by your manager or in accordance with a set business process based on business needs. In the event you are required to work on a 6th day in a week, you will be covered by the company policy - Supplemental Pay Policy Addendum: Non Standard Work week-India 6th day Working Practice.

9. BUSINESS TRAVEL

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard.

10. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

11. DISABILITY AND SICK LEAVE

a. You will be entitled to paid sick leave in accordance with the Company's policy in place from time to time, subject to applicable law. You will not be entitled to any payment in respect of such leave on termination of your employment.

b. You are required to notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence.

c. If you are unable to attend work due to illness or injury, you are required upon request or as set out in the Company's policy to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In the case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.

d. The Company may require that you undergo a thorough medical examination by a doctor approved by the Company, at the expense of the Company, for any absence from work due to an illness or injury. The Company will be provided with the results of the examination and you agree to complete any additional authorization necessary to enable the results of the examination to be shared with the Company.

12. TERMINATION OF EMPLOYMENT RELATIONSHIP

a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

i. you disobey a lawful direction of the Company;

ii. you are guilty of any other serious misconduct;

iii. you commit any serious or persistent breach or non- observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;

iv. you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT;

v. you commit an act or acts in breach of the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment with the Company or "The Cisco Code of Business Conduct" as each may exist from time to time;

vi. you engage in conduct that could bring you or the Company into disrepute;

b. During the probationary period, your employment may be terminated at any time:

i. by you giving to the Company 15 days' written notice; or by paying an amount equal to 15 days' fixed salary; or

ii. by the Company giving you 15 days' written notice or by paying you an amount equal to 15 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

c. After the successful completion of the probationary period, your employment may be terminated at any time:

i. by you giving to the Company 60 days' written notice; or by paying an amount equal to 60 day's fixed salary; or

ii.by the Company giving you 60 days' written notice or by paying you an amount equal to 60 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

d. 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 shall apply.

e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such

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notice period.

f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

g. If your employment is terminated for any reason:

i. the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;

ii. you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles;

iii. your obligations contained within the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and

iv. you must not record or retain any confidential information in any form after termination.

h. Additionally, your employment may also be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever if:

i. you fail to provide the required documents related to completion of your education. The company has provided you temporary relief, in light of the covid19 situation, to submit your documents within 10 days of it being issued by your institution.

ii. you fail to succeed / pass in your examination thus leading to incompletion of your degree.

iii. you fail to appear for your degree examination.

13. NO CONFLICT OF INTEREST

a. You warrant that:

i. you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and

ii. your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Cisco Group or which in any way otherwise competes with any member of the Cisco Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

14. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

15. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of the agreement set out in this letter is not a waiver of its right at any later time to insist on performance of that or any other provision of the agreement set out in this letter.

16. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no compensation to you.

17. SEVERABILITY

The Company and you mutually agree that the provisions of this agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

18. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

19. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under the agreement set out in this letter or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

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20. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

21. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable. To accept the terms of this offer, you must do the following on or before the acceptance deadline of seven days following the date of this letter:

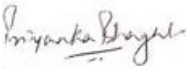
a. Sign the offer using DocuSign; and

b. acknowledge that you have received, reviewed and signed the Proprietary Information and Inventions Agreement and returned the completed, signed copy to as per instructions from **Samta Katiyar |samkatiy@cisco.com**, or such other person nominated by **Samta Katiyar |samkatiy@cisco.com**.

If you do not do these things by **10-Jun-2021** signifying your acceptance of the offer, the offer will lapse.

Welcome to the Cisco India family! We wish you a long and fruitful career with the Company.

Yours sincerely,



Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Acceptance

I, **Sakshi Sengar**, accept this offer on the terms mentioned above.

Signature

Date

For Official Use Only:
123 - Cisco Systems (India) Private Limited
Consulting Engineer
004

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Domestic Relocation Benefits

Name: **Sakshi**
Date: **11-Aug-2021**

Dear **Sakshi**,

You are entitled to relocation assistance under the Company's domestic relocation policy (**Policy**), a copy of which is enclosed. You are entitled to the "Domestic Standard" level of assistance (as set out in the Policy) and summarised below are the details of the relocation package being provided to help support your transition from **UTTAR PRADESH** to **IND-BANGALORE**. All benefits under the Policy are subject to the terms of the Policy from time to time and are "Discretionary Benefits" (as defined in your offer letter).

You will be reimbursed expenses towards the following items subject to limits specified below. However, in light of the recent Covid situation, the below expense reimbursements will be made only on actual relocation. The Company will give you as much notice as practical of the date of your transition. You will have to change from remote location working, to your primary work location within 90 days after being requested to do so by Cisco. Please ensure that reimbursements are submitted in the tool and within timelines as specified in the Domestic Relocation policy.

Particulars	**Eligibility**
Travel Fare Reimbursement	Economy class airfare or II AC train fare from your current location to the place of joining Cisco Systems by the shortest possible route will be reimbursed on actual expenses incurred for you and maximum at the time of joining the company. Original boarding passes are needed for reimbursement claims.
Movement of Household Goods	Reimbursement of expenses incurred towards shipment of household goods up to a maximum of INR 45,000 or actuals, which ever is less, subject to you submitting original receipts of the same.
Temporary Living Related Expenses	The company shall provide temporary accommodation and related expenses only for your stay only for a maximum period of 15 days. Limits for Related Expenses: o Food INR 500 per day per person o Laundry on submission of receipt/ or along with the hotel bills INR 400 per person/ per day o Co. Provided Transport from company provided accommodation to campus and back as applicable.
Airport Transfers	Reimbursement of Airport Transfers in both current & new location subject to actual bill

Note:

All reimbursements are subject to submission of original bills and receipts.

All reimbursements to be claimed through the company tool and within timelines as specified in the Policy.

Any additional expenses borne by you will not be eligible for reimbursement.

The Company will also pay you a relocation allowance of **INR 83,333.00** equivalent to ***30 days'*** fixed salary. This allowance is subject to deduction of tax, as applicable.

If in case you do not relocate by the date as requested by the company, the company reserves the right to take appropriate action as deemed necessary. You will also agree to repay the full amount that has been paid to you in advance as "relocation allowance" in such situation as well as in case of you voluntarily terminating.

Please refer to the Policy for additional details or contact GBS Employee Experience: HR Support

For **123 - Cisco Systems (India) Private Limited**

Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Relocation Payback Agreement

Date: 11-Aug-2021

Name: **Sakshi Sengar**

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I understand and agree that 123 - Cisco Systems (India) Private Limited ("**Cisco**") may, in its sole discretion, require that I provide additional acceptable documentation of some or all of my relocation expenses before reimbursing me for those expenses.

I further understand and agree that Cisco's obligation to make any relocation payment(s) and reimbursement is contingent upon my continued employment with the Company. If I voluntarily terminate my employment within the first year of my relocation, or my employment is terminated for "cause" (as defined below) by the Company, I agree to pay back on pro rata basis all relocation payments and reimbursements advanced to me or paid on my behalf by Cisco. The pro-rata amount will be determined by multiplying the total payments and reimbursements.

If, I have not relocated to my work location as per notice from Cisco OR have not relocated at all within one year, I agree to pay back full amount of all relocation payments and reimbursements advanced to me or paid on my behalf by Cisco.

In the event of involuntary termination without cause or termination due to my acceptance of a voluntary retirement or redundancy scheme offered by the Company, I am not required to repay any amount to Cisco. "Cause" means any of the following reasons:

(i) my continued material failure to perform my duties to Cisco (other than due to disability) after there has been delivered to me a written demand for performance which describes the specific material deficiencies in my performance and the specific manner in which my performance must be improved, all in accordance with the Cisco performance management plan, and which provides thirty (30) business days from the date of notice, or the amount of time specified in any applicable Cisco performance management plan, whichever is greater, to remedy such performance deficiencies;

(ii) my engaging in an act of willful misconduct that has had or will have a material adverse effect on Cisco's reputation or business;

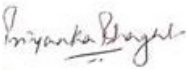
(iii) my being convicted of a crime punishable by imprisonment;

(iv) my committing an act of fraud against, or willful misappropriation of property belonging to, Cisco;

(v) my material breach of the Cisco Code of Business Conduct, Conflict of Interest Agreement or Proprietary Information and Inventions Agreement;

(vi) any other circumstance, or conduct, behaviour or omission by me, which entitles Cisco to terminate my employment immediately without notice or payment in lieu, including without limitation those set out in subclause (a) under the heading of TERMINATION OF EMPLOYMENT RELATIONSHIP in my offer letter.

I authorize Cisco, to the extent permitted by law, to deduct from any payments due to me on termination any amount owed to Cisco, as determined above. I further agree to re-affirm this authorization in writing in the event that my employment is terminated during my first year of employment, either voluntarily or involuntarily for cause. I agree to pay the remaining balance in full to Cisco within thirty (30) days of my termination date.



Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Sakshi Sengar

Employee Name & Signature

Date:

Comviva Technologies Limited
Regd. Office
Capital Cyberspace
Sector 59
Golf Course Extension Road
Gurugram-122102, Haryana
India

Tel: + 91 124 481 9000
Fax: + 91 124 481 9777
CIN: U72200HR1999PLC041214

comviva.com
info@comviva.com

Appointment Letter

Date: August 25, 2021

To,

Akansha Rawat
Banasthali Vidyapith Jaipur

Dear Akansha,

We are pleased to offer you the position of **Engineer** at Comviva Technologies Limited. The details of your offer are enclosed herewith.

We look forward to your association and contributions towards helping Comviva enrich lives of over a billion people with mobile solutions beyond VAS.

With best wishes and regards,

Vaishnavi Shukla
Director - Human Resources
Date: August 25, 2021

Enclosure: Appointment Letter

_____

«Name» – Read, Understood & Accepted

Comviva Technologies Limited
Regd. Office
Capital Cyberspace
Sector 59
Golf Course Extension Road
Gurugram-122102, Haryana
India

Tel: + 91 124 481 9000
Fax: + 91 124 481 9777
CIN: U72200HR1999PLC041214

comviva.com
info@comviva.com

COM/HR/OFFER/2021/1924
Date: August 25, 2021

Akansha Rawat
Banasthali Vidyapith Jaipur

Appointment Letter

Dear Akansha,

With reference to your application for employment and subsequent interview/discussions, we are pleased to offer you employment with Comviva Technologies Limited on the below terms and conditions.

Date of Posting
You will be required to join **Comviva** on or before **December 01, 2021.**

Designation
You will be designated as **Engineer at Level I3 & Band I.**

Salary & Benefits
Your Total Compensation (TC) will be **INR 650000/- (Rupees Six Lakh Fifty Thousand Only) per annum**. Please refer Annexure A for details.

Job Responsibilities
Your will be expected to perform as per the duties that may be assigned to you from time by authorized representatives of the Company.

Medical Fitness
By accepting this appointment letter, you automatically declare that your existing health condition or medical history does not in any manner deem you unfit for the nature work for which you are being offered this employment.

In the event of any deviation to the same, the Company will reserve the right to terminate your services. The Company also reserves the right to ask you to undergo any medical test, as may be deemed necessary from time to time.

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Transferability & Travel
Your services can be transferred/deputed from one job to another, one shift to another, from one department to another, from one Company to another subsidiary or Sister Company in the Group anywhere in India and abroad, whether existing or likely to come in existence, at any time in future.

You will be exclusively governed by the policies and processes applicable to Comviva Technologies Limited. In case your services are transferred to a new establishment, you will be automatically governed by the rules, regulations, terms & conditions of service which are applicable to the new establishment.

During the course of business you would be required to undertake business travel. You will be required to undertake travel within the country or abroad on company work and you will be paid travel expenses for this as per the Travel Policy applicable to Comviva Technologies Limited.

Hours of Work
Your working hours will be governed by applicable law and the policies applicable to Comviva Technologies Limited. The Company reserves the sole discretion to revise the same from time to time. You will be governed by the working hours and holidays applicable based on your place of work, role and on-going business requirements. Depending on business needs, you will be required to work in rotating shifts – the same will be communicated to you in advance through the authorized representatives of the Company.

Leave
You will be entitled to paid leave as per the existing policy applicable to Comviva Technologies Limited. All leave shall require prior approval of the authorized person. But in case you have to take a leave under unforeseen circumstances, for which prior approval was not possible; immediate information through e-mail or telephone will be required to be sent to the sanctioning authority. In case you fail to do so, management will have the right to take appropriate disciplinary action.

Provident Fund & Gratuity
You will be eligible for Provident Fund and Gratuity upon commencement of your employment with Comviva Technologies Limited.

Both you and the Company shall make contributions in accordance with the provisions of the Employee Provident Fund and Miscellaneous Provisions Act 1952, if applicable.
You would be entitled to gratuity benefits after completion of five years of continuous employment in accordance with the Payment of Gratuity Act 1972. All other terms and conditions would also be as per the provisions of the Payment of Gratuity Act.

Retirement
You will automatically retire from the services of the Company on attaining the age of 58 years, or earlier, for physical or mental disability or infirmity or in case of your contracting a disease which is infectious or contagious and detrimental to others health or for continued ill-health, duly certified by the Registered Medical Practitioner as prescribed by the Company.

Relinquishing Service
In case you absent yourself from duty for seven (7) consecutive calendar days or more without prior permission/ sanction; you shall be deemed to have left and relinquished the service on your own and such relinquishment of service shall be deemed as a repudiation of the contract of employment by you. The Company reserves the right to take disciplinary action as deemed necessary.

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«Name» – Read, Understood & Accepted

Separation
The employment can be terminated by giving three month's formal notice by either side or salary (defined as basic plus FEP) in lieu of. This will be subject to complete and formal handover of all assignments, proper transitioning & knowledge transfer, submission of company documents/classified information (if any), successful completion of all on-going activities and formal relieving as per company's guidelines.
Incomplete process compliance to the same has a likely negative business consequence, and adversely impacts internal planning, opportunity cost and on many occasions affects customer deliveries and business image. In such situations, Company reserves the right to initiate strictest disciplinary/legal action if required.
In an event of breach of trust, confidentiality, willful misconduct or gross negligence on your part or any other bonafide reason; the company may terminate your services with immediate effect; without any notice, or compensation in lieu thereof.

Tax
The Company will make income tax deductions, as per the applicable taxation rules. All requirements under taxation laws, including filing of income tax returns regarding your remuneration, are and shall remain your responsibility and will have to be borne by you. The Total Compensation is inclusive of any incidence of fringe benefit tax, terms of which will be defined by the Company, if need be.
Intellectual Property Rights, Non-Disclosure Agreement, Confidential Agreement and Other General Terms of Employment
You will be subjected to Comviva Technologies Limited policies in respect to Intellectual Property Rights including the ownership and assignment in favor of Company; Non-Disclosure of Confidential Information and other General terms of employment. On the date of your joining, you will be required to sign undertakings applicable to Intellectual Property Rights, Non-Disclosure of Confidential Information Agreement, Code of Conduct, Data Security and Information Security.

You also understand that your obligations under these clauses shall survive termination of this Agreement for any reasons whatsoever, and continue to be binding after the termination of this Agreement.
You will be governed by the policies and processes as may be applicable to Comviva Technologies Limited from time to time. You will be expected to keep yourself apprised of any changes in the applicable policies and process. You will be expected to undergo refresher programs as per the frequency defined by the Company or on an ad-hoc basis, as the case may be. Ignorance shall not be pleaded as an excuse for violation of all or any part of the same.

Non-Solicitation of Employees and Clients
The Employee agrees that during the term of his employment with Comviva and for a period of two (2) years thereafter immediately following the termination of his employment with Comviva for any reason, whether with or without cause, he shall not:

1. Directly or indirectly solicit, induce, recruit or encourage any of the employees of Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva, to leave their employment, or join any other employment or undertake any other activity other than their employment with Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva respectively

2. Take away any clients or customers of Comviva, its subsidiaries or affiliates or attempt to solicit, induce, recruit, encourage or take away clients or customers of Comviva, its subsidiaries or affiliates, either for yourself or for any other entity

3. Take away or attempt to solicit, induce or encourage any prospective clients or customers or business opportunities (of Comviva or its subsidiaries or affiliates) that the Employee became aware of, during the course of his employment with Comviva

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«Name» – Read, Understood & Accepted

Any questions in this regard, shall be determined by Comviva at its sole discretion. The Employee hereby agrees that the decision of Comviva in this regard shall be final and binding on him.

Other Details

Your appointment is based on your representation regarding your qualification and experience during your interview, which the Company has relied upon. The Company reserves the right to conduct your reference, background check, criminal verification, drug check, etc. at any point before or after your formal joining with the Company. You also authorize the Company to use your personal and official details for any internal purposes as required by the Company to meet its reasonable and fair business needs.

In case of any violation of Company norms/policies, and, or any discrepancy in the statement of facts, the Company reserves the right to take disciplinary action against you, including termination of services.

Please note that the Company will not be liable to honor any commitments made including but not limited to future salary increases and/or promotion to any new or existing employee by anybody in the Company or externally, either formally or informally, unless the same is confirmed by an authorized signatory of the Company in writing. An authorized signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the Human Resources hierarchy in the Company. Any such written commitments given, if any, will need to be issued as a separate addendum on the Company letterhead for such a commitment to be treated as valid.

Declaration

You understand that your appointment will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your personal data form. In case it comes to the notice of the management that the particulars given in your application are wrong, your appointment shall be deemed automatically cancelled irrespective of whether you have joined the Company or you are likely to join the services of the Company. In case you have joined the Company, you shall be liable to be discharged from the service forthwith.

This offer of appointment shall be effective from the date you join your duties at Comviva Technologies Limited.

Joining Details

On the date of joining, please report to Rakhi Sharma in HR department at **9.00 AM**. Your joining formalities will be done virtually.

You are requested to keep the following documents ready in original at the time of joining. Originals are meant for verification only.

- Graduation, Post Graduation and other Certificate & mark sheets
- Relieving Letter/Experience Certificate and Salary slip from last two (2) employers
- Four (4) passport size photographs
- PAN Card copy
- Passport copy

In the absence of any of the above documents, your joining will be deferred till the date on which all these documents are submitted.

Validity of Appointment Letter

You are required to provide acceptance of this appointment letter, in writing within three (3) days of receipt of this document. If you fail to provide your acceptance and/or do not join within the stipulated time, this appointment letter shall stand automatically withdrawn.

_____

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The company will not be liable to honour any commitment made including but not limited to future salary increases and/or promotion to any new joinee or existing employee by anybody in the organization or externally, either formally or informally, unless the same is confirmed by an authorised signatory of the Company in writing. An authorised signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the HR hierarchy in the company. Any such written commitments given, if any, will need to be issued as a separate addendum on the company letterhead for such a commitment to be treated as valid.

Please sign the duplicate copy of the appointment letter as token of your acceptance.

Thanking you,

Yours truly,

For Comviva Technologies Limited

Vaishnavi Shukla
Director - Human Resources
Date: August 25 , 2021

I, Ms. Akansha Rawat, have read the terms and conditions of my appointment as mentioned above. I understand and accept the same without any reservation.

Name	Akansha Rawat
Signature	
Date	
Place	

«Name» – Read, Understood & Accepted

Annexure A
Compensation Structure
Akansha Rawat
Designation: Engineer
Level: I3
Band: I

Components of Emoluments	Monthly Value (INR)	Annual Value (INR)
Basic Pay	16,250	195,000
Flexible Pay	23,268	279,221
Variable Pay*		65,000
Monthly Bonus^	6500	78000
Provident Fund (Employer's Contribution)	1,950	23,400
Gratuity		9,379
Total Compensation (TC)* **		650,000

For employee's professional development, company will be investing in the Industry renowned Training & Development programs. The cost of this investment will be **INR 50,000 +Tax**. Please note, this amount stands recoverable, if employee wishes to leave the organization within 18 months of the joining date.

Insurance Benefits

1. **Life Insurance Coverage** – Comviva Technologies Limited provides a very attractive Life Insurance Program to all its India based employees (for self only). As per the current policy, you will be covered for an amount of INR 2500000/- (Rupees Twenty Five Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

2. **Medical Insurance Coverage (Self, Spouse and Children)** – You will be covered under a comprehensive medical insurance coverage as provided by the Company to its India based employees. This program will cover the employee, spouse and up to two dependent children. As per the current policy, you & your dependents will be covered for an amount of INR 400000/- (Rupees Four Lakhs only) – the cost of this default coverage is completely borne by the Company. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

3. **Medical Insurance Coverage (Parents)** – Medical costs have significantly increased and the Company believes that a corporate medical insurance program offers significantly higher benefits at a significantly competitive cost, when compared to an individual insurance policy. Hence, all India based employees are expected to mandatorily cover their parents under the Company's Medical Insurance Program applicable for Parents. As per the current policy, your parents will be covered for a default amount of INR 200000/- (Rupees Two Lakhs only). The Company bears a portion of the applicable premium, while the remaining premium will have to be borne by the employee – Company's

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«Name» – Read, Understood & Accepted

contribution towards insurance of parents increases with tenure of the employee. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

4. **Personal Accident Insurance** – You will also be eligible for coverage under a personal accident insurance program. Under this program, you will be covered for an amount of INR 3000000 (Rupees Thirty Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

*** Variable Pay [Performance Linked Incentive (PLI)] – PLI is subject to the terms and conditions of the Performance Linked Incentive (PLI) program applicable for the year. Payments under the PLI program are primarily based on the Company performance. Employees who join in middle of the year are eligible for pro-rated payments. Payable amount will be pro-rated for unpaid leave, if any.**
The PLI incentive includes any assured statutory bonus, if applicable, which becomes payable under relevant statute for Payment of Bonus Act. Additional details will be as per the Performance Linked Incentive (PLI) program of the Company. In the event of a conflict in interpretations and terms; the PLI program applicable for the corresponding year will supersede anything mentioned in this letter.

^ Monthly Bonus – Paid out on monthly basis.

***** ESIC** – Basis the eligibility criteria for your coverage under ESIC and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The company will make the necessary employer's contribution accordingly.

I, Ms. Akansha Rawat, have read the terms and conditions mentioned in Annexure A. I understand and accept the same without any reservation.

Name	Akansha Rawat
Signature	
Date	
Place	

«Name» – Read, Understood & Accepted

Comviva Technologies Limited
Regd. Office
Capital Cyberspace
Sector 59
Golf Course Extension Road
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CIN: U72200HR1999PLC041214

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info@comviva.com

Appointment Letter

Date: August 25, 2021

To,

Priyanshi Srivastava
Banasthali Vidyapith Jaipur

Dear Priyanshi,

We are pleased to offer you the position of **Engineer** at Comviva Technologies Limited. The details of your offer are enclosed herewith.

We look forward to your association and contributions towards helping Comviva enrich lives of over a billion people with mobile solutions beyond VAS.

With best wishes and regards,

Vaishnavi Shukla
Director - Human Resources
Date: August 25, 2021

Enclosure: Appointment Letter

_____

«Name» – Read, Understood & Accepted

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Regd. Office
Capital Cyberspace
Sector 59
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Tel: + 91 124 481 9000
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CIN: U72200HR1999PLC041214

comviva.com
info@comviva.com

COM/HR/OFFER/2021/1924
Date: August 25, 2021

Priyanshi Srivastava
Banasthali Vidyapith Jaipur

Appointment Letter

Dear Priyanshi,

With reference to your application for employment and subsequent interview/discussions, we are pleased to offer you employment with Comviva Technologies Limited on the below terms and conditions.

Date of Posting
You will be required to join **Comviva** on or before **December 01, 2021.**

Designation
You will be designated as **Engineer at Level I3 & Band I.**

Salary & Benefits
Your Total Compensation (TC) will be **INR 650000/- (Rupees Six Lakh Fifty Thousand Only) per annum**. Please refer Annexure A for details.

Job Responsibilities
Your will be expected to perform as per the duties that may be assigned to you from time by authorized representatives of the Company.

Medical Fitness
By accepting this appointment letter, you automatically declare that your existing health condition or medical history does not in any manner deem you unfit for the nature work for which you are being offered this employment.

In the event of any deviation to the same, the Company will reserve the right to terminate your services. The Company also reserves the right to ask you to undergo any medical test, as may be deemed necessary from time to time.

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Transferability & Travel
Your services can be transferred/deputed from one job to another, one shift to another, from one department to another, from one Company to another subsidiary or Sister Company in the Group anywhere in India and abroad, whether existing or likely to come in existence, at any time in future.

You will be exclusively governed by the policies and processes applicable to Comviva Technologies Limited. In case your services are transferred to a new establishment, you will be automatically governed by the rules, regulations, terms & conditions of service which are applicable to the new establishment.

During the course of business you would be required to undertake business travel. You will be required to undertake travel within the country or abroad on company work and you will be paid travel expenses for this as per the Travel Policy applicable to Comviva Technologies Limited.

Hours of Work
Your working hours will be governed by applicable law and the policies applicable to Comviva Technologies Limited. The Company reserves the sole discretion to revise the same from time to time. You will be governed by the working hours and holidays applicable based on your place of work, role and on-going business requirements. Depending on business needs, you will be required to work in rotating shifts – the same will be communicated to you in advance through the authorized representatives of the Company.

Leave
You will be entitled to paid leave as per the existing policy applicable to Comviva Technologies Limited. All leave shall require prior approval of the authorized person. But in case you have to take a leave under unforeseen circumstances, for which prior approval was not possible; immediate information through e-mail or telephone will be required to be sent to the sanctioning authority. In case you fail to do so, management will have the right to take appropriate disciplinary action.

Provident Fund & Gratuity
You will be eligible for Provident Fund and Gratuity upon commencement of your employment with Comviva Technologies Limited.

Both you and the Company shall make contributions in accordance with the provisions of the Employee Provident Fund and Miscellaneous Provisions Act 1952, if applicable.
You would be entitled to gratuity benefits after completion of five years of continuous employment in accordance with the Payment of Gratuity Act 1972. All other terms and conditions would also be as per the provisions of the Payment of Gratuity Act.

Retirement
You will automatically retire from the services of the Company on attaining the age of 58 years, or earlier, for physical or mental disability or infirmity or in case of your contracting a disease which is infectious or contagious and detrimental to others health or for continued ill-health, duly certified by the Registered Medical Practitioner as prescribed by the Company.

Relinquishing Service
In case you absent yourself from duty for seven (7) consecutive calendar days or more without prior permission/ sanction; you shall be deemed to have left and relinquished the service on your own and such relinquishment of service shall be deemed as a repudiation of the contract of employment by you. The Company reserves the right to take disciplinary action as deemed necessary.

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«Name» – Read, Understood & Accepted

Separation
The employment can be terminated by giving three month's formal notice by either side or salary (defined as basic plus FEP) in lieu of. This will be subject to complete and formal handover of all assignments, proper transitioning & knowledge transfer, submission of company documents/classified information (if any), successful completion of all on-going activities and formal relieving as per company's guidelines.
Incomplete process compliance to the same has a likely negative business consequence, and adversely impacts internal planning, opportunity cost and on many occasions affects customer deliveries and business image. In such situations, Company reserves the right to initiate strictest disciplinary/legal action if required.
In an event of breach of trust, confidentiality, willful misconduct or gross negligence on your part or any other bonafide reason; the company may terminate your services with immediate effect; without any notice, or compensation in lieu thereof.

Tax
The Company will make income tax deductions, as per the applicable taxation rules. All requirements under taxation laws, including filing of income tax returns regarding your remuneration, are and shall remain your responsibility and will have to be borne by you. The Total Compensation is inclusive of any incidence of fringe benefit tax, terms of which will be defined by the Company, if need be.
Intellectual Property Rights, Non-Disclosure Agreement, Confidential Agreement and Other General Terms of Employment
You will be subjected to Comviva Technologies Limited policies in respect to Intellectual Property Rights including the ownership and assignment in favor of Company; Non-Disclosure of Confidential Information and other General terms of employment. On the date of your joining, you will be required to sign undertakings applicable to Intellectual Property Rights, Non-Disclosure of Confidential Information Agreement, Code of Conduct, Data Security and Information Security.

You also understand that your obligations under these clauses shall survive termination of this Agreement for any reasons whatsoever, and continue to be binding after the termination of this Agreement.
You will be governed by the policies and processes as may be applicable to Comviva Technologies Limited from time to time. You will be expected to keep yourself apprised of any changes in the applicable policies and process. You will be expected to undergo refresher programs as per the frequency defined by the Company or on an ad-hoc basis, as the case may be. Ignorance shall not be pleaded as an excuse for violation of all or any part of the same.

Non-Solicitation of Employees and Clients
The Employee agrees that during the term of his employment with Comviva and for a period of two (2) years thereafter immediately following the termination of his employment with Comviva for any reason, whether with or without cause, he shall not:

1. Directly or indirectly solicit, induce, recruit or encourage any of the employees of Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva, to leave their employment, or join any other employment or undertake any other activity other than their employment with Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva respectively

2. Take away any clients or customers of Comviva, its subsidiaries or affiliates or attempt to solicit, induce, recruit, encourage or take away clients or customers of Comviva, its subsidiaries or affiliates, either for yourself or for any other entity

3. Take away or attempt to solicit, induce or encourage any prospective clients or customers or business opportunities (of Comviva or its subsidiaries or affiliates) that the Employee became aware of, during the course of his employment with Comviva

_____

«Name» – Read, Understood & Accepted

Any questions in this regard, shall be determined by Comviva at its sole discretion. The Employee hereby agrees that the decision of Comviva in this regard shall be final and binding on him.

Other Details

Your appointment is based on your representation regarding your qualification and experience during your interview, which the Company has relied upon. The Company reserves the right to conduct your reference, background check, criminal verification, drug check, etc. at any point before or after your formal joining with the Company. You also authorize the Company to use your personal and official details for any internal purposes as required by the Company to meet its reasonable and fair business needs.

In case of any violation of Company norms/policies, and, or any discrepancy in the statement of facts, the Company reserves the right to take disciplinary action against you, including termination of services.

Please note that the Company will not be liable to honor any commitments made including but not limited to future salary increases and/or promotion to any new or existing employee by anybody in the Company or externally, either formally or informally, unless the same is confirmed by an authorized signatory of the Company in writing. An authorized signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the Human Resources hierarchy in the Company. Any such written commitments given, if any, will need to be issued as a separate addendum on the Company letterhead for such a commitment to be treated as valid.

Declaration

You understand that your appointment will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your personal data form. In case it comes to the notice of the management that the particulars given in your application are wrong, your appointment shall be deemed automatically cancelled irrespective of whether you have joined the Company or you are likely to join the services of the Company. In case you have joined the Company, you shall be liable to be discharged from the service forthwith.

This offer of appointment shall be effective from the date you join your duties at Comviva Technologies Limited.

Joining Details

On the date of joining, please report to Rakhi Sharma in HR department at **9.00 AM**. Your joining formalities will be done virtually.

You are requested to keep the following documents ready in original at the time of joining. Originals are meant for verification only.

- Graduation, Post Graduation and other Certificate & mark sheets
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- Passport copy

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You are required to provide acceptance of this appointment letter, in writing within three (3) days of receipt of this document. If you fail to provide your acceptance and/or do not join within the stipulated time, this appointment letter shall stand automatically withdrawn.

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Please sign the duplicate copy of the appointment letter as token of your acceptance.

Thanking you,

Yours truly,

For Comviva Technologies Limited

Vaishnavi Shukla
Director - Human Resources
Date: August 25 , 2021

I, Ms. Priyanshi Srivastava, have read the terms and conditions of my appointment as mentioned above. I understand and accept the same without any reservation.

Name	Priyanshi Srivastava
Signature	
Date	
Place	

«Name» – Read, Understood & Accepted

Annexure A
Compensation Structure
Priyanshi Srivastava
Designation: Engineer
Level: I3
Band: I

Components of Emoluments	Monthly Value (INR)	Annual Value (INR)
Basic Pay	16,250	195,000
Flexible Pay	23,268	279,221
Variable Pay*		65,000
Monthly Bonus^	6500	78000
Provident Fund (Employer's Contribution)	1,950	23,400
Gratuity		9,379
Total Compensation (TC)* **		650,000

For employee's professional development, company will be investing in the Industry renowned Training & Development programs. The cost of this investment will be **INR 50,000 +Tax**. Please note, this amount stands recoverable, if employee wishes to leave the organization within 18 months of the joining date.

Insurance Benefits

1. **Life Insurance Coverage** – Comviva Technologies Limited provides a very attractive Life Insurance Program to all its India based employees (for self only). As per the current policy, you will be covered for an amount of INR 2500000/- (Rupees Twenty Five Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

2. **Medical Insurance Coverage (Self, Spouse and Children)** – You will be covered under a comprehensive medical insurance coverage as provided by the Company to its India based employees. This program will cover the employee, spouse and up to two dependent children. As per the current policy, you & your dependents will be covered for an amount of INR 400000/- (Rupees Four Lakhs only) – the cost of this default coverage is completely borne by the Company. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

3. **Medical Insurance Coverage (Parents)** – Medical costs have significantly increased and the Company believes that a corporate medical insurance program offers significantly higher benefits at a significantly competitive cost, when compared to an individual insurance policy. Hence, all India based employees are expected to mandatorily cover their parents under the Company's Medical Insurance Program applicable for Parents. As per the current policy, your parents will be covered for a default amount of INR 200000/- (Rupees Two Lakhs only). The Company bears a portion of the applicable premium, while the remaining premium will have to be borne by the employee – Company's

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contribution towards insurance of parents increases with tenure of the employee. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

4. **Personal Accident Insurance** – You will also be eligible for coverage under a personal accident insurance program. Under this program, you will be covered for an amount of INR 3000000 (Rupees Thirty Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

*** Variable Pay [Performance Linked Incentive (PLI)] – PLI is subject to the terms and conditions of the Performance Linked Incentive (PLI) program applicable for the year. Payments under the PLI program are primarily based on the Company performance. Employees who join in middle of the year are eligible for pro-rated payments. Payable amount will be pro-rated for unpaid leave, if any.**
The PLI incentive includes any assured statutory bonus, if applicable, which becomes payable under relevant statute for Payment of Bonus Act. Additional details will be as per the Performance Linked Incentive (PLI) program of the Company. In the event of a conflict in interpretations and terms; the PLI program applicable for the corresponding year will supersede anything mentioned in this letter.

^ Monthly Bonus – Paid out on monthly basis.

***** ESIC** – Basis the eligibility criteria for your coverage under ESIC and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The company will make the necessary employer's contribution accordingly.

I, Ms. Priyanshi Srivastava, have read the terms and conditions mentioned in Annexure A. I understand and accept the same without any reservation.

Name	Priyanshi Srivastava
Signature	
Date	
Place	

«Name» – Read, Understood & Accepted

Comviva Technologies Limited
Regd. Office
Capital Cyberspace
Sector 59
Golf Course Extension Road
Gurugram-122102, Haryana
India

Tel: + 91 124 481 9000
Fax: + 91 124 481 9777
CIN: U72200HR1999PLC041214

comviva.com
info@comviva.com

Appointment Letter

Date: August 24, 2021

To,

Yasha
Banasthali Vidyapith

Dear Yasha,

We are pleased to offer you the position of **Engineer** at Comviva Technologies Limited. The details of your offer are enclosed herewith.

We look forward to your association and contributions towards helping Comviva enrich lives of over a billion people with mobile solutions beyond VAS.

With best wishes and regards,

Vaishnavi Shukla
Director - Human Resources
Date: August 24, 2021

Enclosure: Appointment Letter

_____

«Name» – Read, Understood & Accepted

Comviva Technologies Limited
Regd. Office
Capital Cyberspace
Sector 59
Golf Course Extension Road
Gurugram-122102, Haryana
India

Tel: + 91 124 481 9000
Fax: + 91 124 481 9777
CIN: U72200HR1999PLC041214

comviva.com
info@comviva.com

COM/HR/OFFER/2021/1922
Date: August 24, 2021

Yasha
Banasthali Vidyapith

Appointment Letter

Dear Yasha**,**

With reference to your application for employment and subsequent interview/discussions, we are pleased to offer you employment with Comviva Technologies Limited on the below terms and conditions.

Date of Posting
You will be required to join **Comviva** on or before **November 26, 2021.**

Designation
You will be designated as **Engineer at Level I3 & Band I.**

Salary & Benefits
Your Total Compensation (TC) will be **INR 650000/- (Rupees Six Lakh Fifty Thousand Only) per annum**. Please refer Annexure A for details.

Job Responsibilities
Your will be expected to perform as per the duties that may be assigned to you from time by authorized representatives of the Company.

Medical Fitness
By accepting this appointment letter, you automatically declare that your existing health condition or medical history does not in any manner deem you unfit for the nature work for which you are being offered this employment.

In the event of any deviation to the same, the Company will reserve the right to terminate your services. The Company also reserves the right to ask you to undergo any medical test, as may be deemed necessary from time to time.

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«Name» – Read, Understood & Accepted

Transferability & Travel
Your services can be transferred/deputed from one job to another, one shift to another, from one department to another, from one Company to another subsidiary or Sister Company in the Group anywhere in India and abroad, whether existing or likely to come in existence, at any time in future.

You will be exclusively governed by the policies and processes applicable to Comviva Technologies Limited. In case your services are transferred to a new establishment, you will be automatically governed by the rules, regulations, terms & conditions of service which are applicable to the new establishment.

During the course of business you would be required to undertake business travel. You will be required to undertake travel within the country or abroad on company work and you will be paid travel expenses for this as per the Travel Policy applicable to Comviva Technologies Limited.

Hours of Work
Your working hours will be governed by applicable law and the policies applicable to Comviva Technologies Limited. The Company reserves the sole discretion to revise the same from time to time. You will be governed by the working hours and holidays applicable based on your place of work, role and on-going business requirements. Depending on business needs, you will be required to work in rotating shifts – the same will be communicated to you in advance through the authorized representatives of the Company.

Leave
You will be entitled to paid leave as per the existing policy applicable to Comviva Technologies Limited. All leave shall require prior approval of the authorized person. But in case you have to take a leave under unforeseen circumstances, for which prior approval was not possible; immediate information through e-mail or telephone will be required to be sent to the sanctioning authority. In case you fail to do so, management will have the right to take appropriate disciplinary action.

Provident Fund & Gratuity
You will be eligible for Provident Fund and Gratuity upon commencement of your employment with Comviva Technologies Limited.

Both you and the Company shall make contributions in accordance with the provisions of the Employee Provident Fund and Miscellaneous Provisions Act 1952, if applicable.
You would be entitled to gratuity benefits after completion of five years of continuous employment in accordance with the Payment of Gratuity Act 1972. All other terms and conditions would also be as per the provisions of the Payment of Gratuity Act.

Retirement
You will automatically retire from the services of the Company on attaining the age of 58 years, or earlier, for physical or mental disability or infirmity or in case of your contracting a disease which is infectious or contagious and detrimental to others health or for continued ill-health, duly certified by the Registered Medical Practitioner as prescribed by the Company.

Relinquishing Service
In case you absent yourself from duty for seven (7) consecutive calendar days or more without prior permission/ sanction; you shall be deemed to have left and relinquished the service on your own and such relinquishment of service shall be deemed as a repudiation of the contract of employment by you. The Company reserves the right to take disciplinary action as deemed necessary.

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«Name» – Read, Understood & Accepted

Separation
The employment can be terminated by giving three month's formal notice by either side or salary (defined as basic plus FEP) in lieu of. This will be subject to complete and formal handover of all assignments, proper transitioning & knowledge transfer, submission of company documents/classified information (if any), successful completion of all on-going activities and formal relieving as per company's guidelines.
Incomplete process compliance to the same has a likely negative business consequence, and adversely impacts internal planning, opportunity cost and on many occasions affects customer deliveries and business image. In such situations, Company reserves the right to initiate strictest disciplinary/legal action if required.
In an event of breach of trust, confidentiality, willful misconduct or gross negligence on your part or any other bonafide reason; the company may terminate your services with immediate effect; without any notice, or compensation in lieu thereof.

Tax
The Company will make income tax deductions, as per the applicable taxation rules. All requirements under taxation laws, including filing of income tax returns regarding your remuneration, are and shall remain your responsibility and will have to be borne by you. The Total Compensation is inclusive of any incidence of fringe benefit tax, terms of which will be defined by the Company, if need be.
Intellectual Property Rights, Non-Disclosure Agreement, Confidential Agreement and Other General Terms of Employment
You will be subjected to Comviva Technologies Limited policies in respect to Intellectual Property Rights including the ownership and assignment in favor of Company; Non-Disclosure of Confidential Information and other General terms of employment. On the date of your joining, you will be required to sign undertakings applicable to Intellectual Property Rights, Non-Disclosure of Confidential Information Agreement, Code of Conduct, Data Security and Information Security.

You also understand that your obligations under these clauses shall survive termination of this Agreement for any reasons whatsoever, and continue to be binding after the termination of this Agreement.
You will be governed by the policies and processes as may be applicable to Comviva Technologies Limited from time to time. You will be expected to keep yourself apprised of any changes in the applicable policies and process. You will be expected to undergo refresher programs as per the frequency defined by the Company or on an ad-hoc basis, as the case may be. Ignorance shall not be pleaded as an excuse for violation of all or any part of the same.

Non-Solicitation of Employees and Clients
The Employee agrees that during the term of his employment with Comviva and for a period of two (2) years thereafter immediately following the termination of his employment with Comviva for any reason, whether with or without cause, he shall not:

1. Directly or indirectly solicit, induce, recruit or encourage any of the employees of Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva, to leave their employment, or join any other employment or undertake any other activity other than their employment with Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva respectively

2. Take away any clients or customers of Comviva, its subsidiaries or affiliates or attempt to solicit, induce, recruit, encourage or take away clients or customers of Comviva, its subsidiaries or affiliates, either for yourself or for any other entity

3. Take away or attempt to solicit, induce or encourage any prospective clients or customers or business opportunities (of Comviva or its subsidiaries or affiliates) that the Employee became aware of, during the course of his employment with Comviva

Any questions in this regard, shall be determined by Comviva at its sole discretion. The Employee hereby agrees that the decision of Comviva in this regard shall be final and binding on him.

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«Name» – Read, Understood & Accepted

Other Details
Your appointment is based on your representation regarding your qualification and experience during your interview, which the Company has relied upon. The Company reserves the right to conduct your reference, background check, criminal verification, drug check, etc. at any point before or after your formal joining with the Company. You also authorize the Company to use your personal and official details for any internal purposes as required by the Company to meet its reasonable and fair business needs.
In case of any violation of Company norms/policies, and, or any discrepancy in the statement of facts, the Company reserves the right to take disciplinary action against you, including termination of services.
Please note that the Company will not be liable to honor any commitments made including but not limited to future salary increases and/or promotion to any new or existing employee by anybody in the Company or externally, either formally or informally, unless the same is confirmed by an authorized signatory of the Company in writing. An authorized signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the Human Resources hierarchy in the Company. Any such written commitments given, if any, will need to be issued as a separate addendum on the Company letterhead for such a commitment to be treated as valid.

Declaration
You understand that your appointment will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your personal data form. In case it comes to the notice of the management that the particulars given in your application are wrong, your appointment shall be deemed automatically cancelled irrespective of whether you have joined the Company or you are likely to join the services of the Company. In case you have joined the Company, you shall be liable to be discharged from the service forthwith.
This offer of appointment shall be effective from the date you join your duties at Comviva Technologies Limited.

Joining Details

On the date of joining, please report to Rakhi Sharma in HR department at **9.00 AM**. Your joining formalities will be done virtually.

You are requested to keep the following documents ready in original at the time of joining. Originals are meant for verification only.

- Graduation, Post Graduation and other Certificate & mark sheets
- Relieving Letter/Experience Certificate and Salary slip from last two (2) employers
- Four (4) passport size photographs
- PAN Card copy
- Passport copy

In the absence of any of the above documents, your joining will be deferred till the date on which all these documents are submitted.

Validity of Appointment Letter
You are required to provide acceptance of this appointment letter, in writing within three (3) days of receipt of this document. If you fail to provide your acceptance and/or do not join within the stipulated time, this appointment letter shall stand automatically withdrawn.

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«Name» – Read, Understood & Accepted

The company will not be liable to honour any commitment made including but not limited to future salary increases and/or promotion to any new joinee or existing employee by anybody in the organization or externally, either formally or informally, unless the same is confirmed by an authorised signatory of the Company in writing. An authorised signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the HR hierarchy in the company. Any such written commitments given, if any, will need to be issued as a separate addendum on the company letterhead for such a commitment to be treated as valid.

Please sign the duplicate copy of the appointment letter as token of your acceptance.

Thanking you,

Yours truly,

For Comviva Technologies Limited

Vaishnavi Shukla
Director - Human Resources
Date: August 24, 2021

I, Ms. Yasha, have read the terms and conditions of my appointment as mentioned above. I understand and accept the same without any reservation.

Name	Yasha
Signature	
Date	
Place	

«Name» – Read, Understood & Accepted

Annexure A
Compensation Structure
Yasha
Designation: Engineer
Level: I3
Band: I

Components of Emoluments	Monthly Value (INR)	Annual Value (INR)
Basic Pay	16,250	195,000
Flexible Pay	23,268	279,221
Variable Pay*		65,000
Monthly Bonus^	6500	78000
Provident Fund (Employer's Contribution)	1,950	23,400
Gratuity		9,379
Total Compensation (TC)* **		650,000

For employee's professional development, company will be investing in the Industry renowned Training & Development programs. The cost of this investment will be **INR 50,000 +Tax**. Please note, this amount stands recoverable, if employee wishes to leave the organization within 18 months of the joining date.

Insurance Benefits

1. **Life Insurance Coverage** – Comviva Technologies Limited provides a very attractive Life Insurance Program to all its India based employees (for self only). As per the current policy, you will be covered for an amount of INR 2500000/- (Rupees Twenty Five Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

2. **Medical Insurance Coverage (Self, Spouse and Children)** – You will be covered under a comprehensive medical insurance coverage as provided by the Company to its India based employees. This program will cover the employee, spouse and up to two dependent children. As per the current policy, you & your dependents will be covered for an amount of INR 400000/- (Rupees Four Lakhs only) – the cost of this default coverage is completely borne by the Company. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

3. **Medical Insurance Coverage (Parents)** – Medical costs have significantly increased and the Company believes that a corporate medical insurance program offers significantly higher benefits at a significantly competitive cost, when compared to an individual insurance policy. Hence, all India based employees are expected to mandatorily cover their parents under the Company's Medical Insurance Program applicable for Parents. As per the current policy, your parents will be covered for a default amount of INR 200000/- (Rupees Two Lakhs only). The Company bears a portion of the applicable premium, while the remaining premium will have to be borne by the employee – Company's contribution towards insurance of parents increases with tenure of the employee. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal

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«Name» – Read, Understood & Accepted

differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

4. **Personal Accident Insurance** – You will also be eligible for coverage under a personal accident insurance program. Under this program, you will be covered for an amount of INR 3000000 (Rupees Thirty Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

*** Variable Pay [Performance Linked Incentive (PLI)] – PLI is subject to the terms and conditions of the Performance Linked Incentive (PLI) program applicable for the year. Payments under the PLI program are primarily based on the Company performance. Employees who join in middle of the year are eligible for pro-rated payments. Payable amount will be pro-rated for unpaid leave, if any.**
The PLI incentive includes any assured statutory bonus, if applicable, which becomes payable under relevant statute for Payment of Bonus Act. Additional details will be as per the Performance Linked Incentive (PLI) program of the Company. In the event of a conflict in interpretations and terms; the PLI program applicable for the corresponding year will supersede anything mentioned in this letter.

^ Monthly Bonus – Paid out on monthly basis.

***** ESIC** – Basis the eligibility criteria for your coverage under ESIC and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The company will make the necessary employer's contribution accordingly.

I, Ms. Yasha, have read the terms and conditions mentioned in Annexure A. I understand and accept the same without any reservation.

Name	Yasha
Signature	
Date	
Place	

«Name» – Read, Understood & Accepted

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Deloitte.

Deloitte Consulting India Private Limited

Opposite to Meenakshi Tech park,
4th Floor, Survey No 41, Gachibowli village,
Ranga Reddy, Hyderabad,
Telangana – 500032

Tel: +91 040 67621000
www.deloitte.com

08/27/2021

Ms. Anjali Singh
551 Jha 83 Kha Harihar Prasad Nagar
near Indusland Bank, Alambagh,
Lucknow - 226005

Subject: Offer of Employment

Dear Anjali Singh:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Hyderabad**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from

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time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Anjali Singh, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
3B1A6F28ED49476...

Authorized Signatory

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Ms. Anjali Singh

Acceptance

I, **Anjali Singh**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:
Anjali Singh
CEE43AAFF403479...

Signature

08/28/2021

Date

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Annexure A

Ms. Anjali Singh **Analyst**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**2,10,000**
House Rent Allowance (HRA)	**8,750**	**1,05,000**
Special Allowance[1a & 1b]	**11,867**	**1,42,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Meal Card[3]	**2,200**	**26,400**
Differential Allowance(L)	**5,833**	**69,996**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**6,00,000**
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium[4]	**1,870**	**22,440**

* The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-….

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Annexure A

[1] All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a] *Communication Expenses*	[1b] *Fuel Expenses*
Employee in Level - Analyst	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Insurance / Repairs & Maintenance*
	Rs.3,000/- per month	Rs.7,500/- per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Deloitte.

Anjali Singh Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (the "Employer") as **Analyst** 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, **Analyst** 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*

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Signatory, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization**. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. **Authorization to Access *Systems* and *Electronic Communications and use of Deloitte Property*.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems.* I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

   I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

   I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity,* transmitting *Deloitte Property* to me (*e.g.*, emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

   I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my

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possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security**. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of *Works.***

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the

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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*

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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 licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. **Notification of Post-*Employment* Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

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Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.

22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **[HYDERABAD:** Hyderabad, Andhra Pradesh, India**] [MUMBAI**: Mumbai, Maharashtra, India**]** [**BENGALURU**: Bengaluru, Karnataka, India] [**GURGAON**: Gurgaon, Haryana, India**]** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to

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the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

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I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **September 27, 2021,** I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature

Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity.*

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP**,** and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems,* equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

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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,

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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 Stated 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*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:
DELOITTE CONSULTING INDIA PRIVATE LIMITED

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

_____
Date

An *Authorized Signatory*'s signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client	Specified Kind of Services(s) Permitted

_____

Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining *Deloitte U.S. India*.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

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In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.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.

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- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **September 27, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

_____ _____

Signature Name

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Deloitte.

Dear **Anjali Singh**,
On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Analyst** pursuant to the terms and conditions of your offer letter dated **September 27, 2021**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company. As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

Human Resources Department

Deloitte.

Deloitte Consulting India Private Limited

Building No.5, Tower 1, Block C1, 77 Degree Town Centre,
Survey No.123, 132/2, 133/2, 133/3 and 136/1,
Amani Bellandur Khane Village,
Varthur Hobli,
Bengaluru Rural, Karnataka – 560037

Tel: +91 080 6755 5000/ +91 080 6755 4000
www.deloitte.com

Ms. Diksha S Sharma
Sushilkumar Sharma, Malviya Niwas
Heena Colony, Kesargunj, District - Sirohi,
Abu Road - 396191

Subject: Offer of Employment

Dear Diksha S Sharma:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Bengaluru**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

Ms. Diksha S Sharma

Acceptance

I, **Diksha S Sharma**, hereby accept the terms and conditions of this employment offer.

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Deloitte.

Deloitte Consulting India Private Limited

Building No.5, Tower 1, Block C1, 77 Degree Town Centre,
Survey No.123, 132/2, 133/2, 133/3 and 136/1,
Amani Bellandur Khane Village,
Varthur Hobli,
Bengaluru Rural, Karnataka – 560037

Tel: +91 080 6755 5000/ +91 080 6755 4000
www.deloitte.com

08/23/2021

Ms. Eshita Awasthi
B-210, Vivek Vihar(Awho)
Sector-82,
NOIDA - 201304

Subject: Offer of Employment

Dear Eshita Awasthi:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Bengaluru**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000/-** subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

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Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Eshita Awasthi, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
3B1A6F28ED49476...

Authorized Signatory

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Ms. Eshita Awasthi

Acceptance

I, **Eshita Awasthi**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:
5012FCD593B9485

Signature

08/24/2021

Date

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Deloitte.

Deloitte Consulting India Private Limited

Opposite to Meenakshi Tech park,
4th Floor, Survey No 41, Gachibowli village,
Ranga Reddy, Hyderabad,
Telangana – 500032

Tel: +91 040 67621000
www.deloitte.com

08/26/2021

Ms. Neha
821, Sarv Priya Vihar
Kankhal,
Haridwar - 249408

Subject: Offer of Employment

Dear Neha:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Hyderabad**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from

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time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Neha, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
8147E9EE3BD84A8...

Authorized Signatory

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Ms. Neha

Acceptance

I, Neha, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:
Neha
DF010BA75B8A4FE...

Signature

08/27/2021

Date

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Annexure A

Ms. Neha **Analyst**

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	**17,500**	**2,10,000**
House Rent Allowance (HRA)	**8,750**	**1,05,000**
Special Allowance[1a & 1b]	**11,867**	**1,42,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Meal Card[3]	**2,200**	**26,400**
Differential Allowance(L)	**5,833**	**69,996**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**6,00,000**
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium[4]	**1,870**	**22,440**

* The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-….

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Annexure A

[1] All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a] *Communication Expenses*	[1b] *Fuel Expenses*
Employee in Level - Analyst	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Insurance / Repairs & Maintenance*
	Rs.3,000/- per month	Rs.7,500/- per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Deloitte.

Neha Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (the "Employer") as **Analyst** 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, **Analyst** 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*

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Signatory, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization**. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. **Authorization to Access *Systems* and *Electronic Communications and use of Deloitte Property*.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems.* I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

   I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

   I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity,* transmitting *Deloitte Property* to me (*e.g.*, emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

   I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my

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possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security**. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of *Works.***

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the

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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*

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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 licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. **Notification of Post-*Employment* Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

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Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.

22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **[HYDERABAD:** Hyderabad, Andhra Pradesh, India**] [MUMBAI**: Mumbai, Maharashtra, India**]** [**BENGALURU**: Bengaluru, Karnataka, India] [**GURGAON**: Gurgaon, Haryana, India**]** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to

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the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

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I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **September 27, 2021,** I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature

Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity.*

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP**,** and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems,* equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

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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,

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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 Stated 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*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:
DELOITTE CONSULTING INDIA PRIVATE LIMITED

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

_____
Date

An *Authorized Signatory*'s signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client	Specified Kind of Services(s) Permitted

_____

Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining *Deloitte U.S. India*.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

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In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.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.

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- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **September 27, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

_____ _____

Signature Name

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Deloitte.

Dear Neha,

On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Analyst** pursuant to the terms and conditions of your offer letter dated **September 27, 2021**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company. As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

Human Resources Department

Deloitte.

Deloitte Consulting India Private Limited

Building No.5, Tower 1, Block C1, 77 Degree Town Centre,
Survey No.123, 132/2, 133/2, 133/3 and 136/1,
Amani Bellandur Khane Village,
Varthur Hobli,
Bengaluru Rural, Karnataka – 560037

Tel: +91 080 6755 5000/ +91 080 6755 4000
www.deloitte.com

08/27/2021

Ms. Rishita Agrawal
611 Gulmohar Tower, Maruti Forest
Opposite Panna Cinema, Shamsabad Road,
Agra - 282001

Subject: Offer of Employment

Dear Rishita Agrawal:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Bengaluru**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Rishita Agrawal, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganm Shivaramu
8147E9EE3BD84A8...

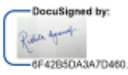
Authorized Signatory

Ms. Rishita Agrawal

Acceptance

I, **Rishita Agrawal**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

6F42B5DA3A7D460...

Signature

08/27/2021

Date

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Deloitte.

Deloitte Consulting India Private Limited

Building No.5, Tower 1, Block C1, 77 Degree Town Centre,
Survey No.123, 132/2, 133/2, 133/3 and 136/1,
Amani Bellandur Khane Village,
Varthur Hobli,
Bengaluru Rural, Karnataka – 560037

Tel: +91 080 6755 5000/ +91 080 6755 4000
www.deloitte.com

08/27/2021

Ms. Shivi Shukla
774 Nirala Nagar , Rae-Bareli
Near Sjs Public School,
Raebareli - 229001

In Process

Subject: Offer of Employment

Dear Shivi Shukla:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Bengaluru**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

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Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Shivi Shukla, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
8147E9EE3BD84A8...

Authorized Signatory

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Ms. Shivi Shukla

Acceptance

I, **Shivi Shukla**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

_____ _____

Signature Date

In Process

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Annexure A

Ms. Shivi Shukla **Analyst**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**2,10,000**
House Rent Allowance (HRA)	**8,750**	**1,05,000**
Special Allowance[1a & 1b]	**11,867**	**1,42,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Meal Card[3]	**2,200**	**26,400**
Differential Allowance(L)	**5,833**	**69,996**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**6,00,000**

In Process

Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium[4]	**1,870**	**22,440**

* The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-….

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Annexure A

[1] All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a] *Communication Expenses*	[1b] *Fuel Expenses*
Employee in Level - Analyst	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Insurance / Repairs & Maintenance*
	Rs.3,000/- per month	Rs.7,500/- per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

In Process

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Deloitte.

Shivi Shukla Bengaluru

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Block ''C'', Divyasree Technopolis Survey No. 123 & 132/2 Yemlur Post, Yemlur, Off Old Airport Road Bengaluru – 560 037** (the "Employer") as **Analyst** 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, **Analyst** 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*

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Signatory, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization**. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. **Authorization to Access *Systems* and *Electronic Communications and use of Deloitte Property*.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems.* I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

   I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

   I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity,* transmitting *Deloitte Property* to me (*e.g.*, emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

   I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my

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possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security**. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of *Works.***

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the

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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*

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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*.

In Process

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 licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. **Notification of Post-*Employment* Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

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Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.

22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

In Process

23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **[HYDERABAD:** Hyderabad, Andhra Pradesh, India**] [MUMBAI**: Mumbai, Maharashtra, India**]** [**BENGALURU**: Bengaluru, Karnataka, India] [**GURGAON**: Gurgaon, Haryana, India**]** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to

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the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

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I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **September 27, 2021,** I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity.*

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP**,** and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems,* equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

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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,

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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 Stated 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*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

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ACCEPTED AND AGREED TO:
DELOITTE CONSULTING INDIA PRIVATE LIMITED

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

_____
Date

An *Authorized Signatory*'s signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

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My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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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

In Process

_____

Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

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Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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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*.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

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In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.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.

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- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **September 27, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

In Process

_____ _____

Signature Name

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Deloitte.

Dear **Shivi Shukla**,

On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Analyst** pursuant to the terms and conditions of your offer letter dated **September 27, 2021**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company. As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

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We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

Human Resources Department

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Deloitte.

Deloitte Consulting India Private Limited

Opposite to Meenakshi Tech park,
4th Floor, Survey No 41, Gachibowli village,
Ranga Reddy, Hyderabad,
Telangana – 500032

Tel: +91 040 67621000
www.deloitte.com

08/27/2021

Ms. Vaishali Bhatt
C/O Mr. Ravi Sanwal ,Sanwal Sadan
Guru Niwas Compund, Zoo Roa Tallital,
Nainital - 263139

Subject: Offer of Employment

Dear Vaishali Bhatt:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Hyderabad**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from

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time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Vaishali Bhatt, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:
Chandra Shekar Hegganur Shivaramu
8147E9EE3BD84A8...

Authorized Signatory

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Ms. Vaishali Bhatt

Acceptance

I, **Vaishali Bhatt**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:
4C8EFF89F7F240F...

Signature

08/27/2021

Date

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Annexure A

Ms. Vaishali Bhatt **Analyst**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**2,10,000**
House Rent Allowance (HRA)	**8,750**	**1,05,000**
Special Allowance[1a & 1b]	**11,867**	**1,42,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Meal Card[3]	**2,200**	**26,400**
Differential Allowance(L)	**5,833**	**69,996**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**6,00,000**
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium[4]	**1,870**	**22,440**

* The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-….

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Annexure A

[1] All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a] *Communication Expenses*	[1b] *Fuel Expenses*
Employee in Level - Analyst	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Insurance / Repairs & Maintenance*
	Rs.3,000/- per month	Rs.7,500/- per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Deloitte.

Vaishali Bhatt Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (the "Employer") as **Analyst** 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, **Analyst** 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*

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Signatory, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization**. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. **Authorization to Access *Systems* and *Electronic Communications and use of Deloitte Property*.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems.* I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

   I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

   I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity,* transmitting *Deloitte Property* to me (*e.g.*, emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

   I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my

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possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security**. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of *Works.***

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the

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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*

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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 licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. **Notification of Post-*Employment* Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

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Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.

22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **[HYDERABAD:** Hyderabad, Andhra Pradesh, India**] [MUMBAI**: Mumbai, Maharashtra, India**]** [**BENGALURU**: Bengaluru, Karnataka, India] [**GURGAON**: Gurgaon, Haryana, India**]** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to

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the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

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I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **September 27, 2021,** I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature

Name

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity.*

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP**,** and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems,* equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

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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,

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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 Stated 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*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:
DELOITTE CONSULTING INDIA PRIVATE LIMITED

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

_____
Date

An *Authorized Signatory*'s signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client	Specified Kind of Services(s) Permitted

_____

Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining *Deloitte U.S. India*.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

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In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.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.

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- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **September 27, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

_____ _____

Signature Name

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Deloitte.

Dear **Vaishali Bhatt**,
On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Analyst** pursuant to the terms and conditions of your offer letter dated **September 27, 2021**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company. As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

Human Resources Department

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Deloitte.

Deloitte Consulting India Private Limited

Opposite to Meenakshi Tech park,
4th Floor, Survey No 41, Gachibowli village,
Ranga Reddy, Hyderabad,
Telangana – 500032

Tel: +91 040 67621000
www.deloitte.com

08/18/2021

Ms. Yogita Jain
S/421, Opposite Sharda Shishu Mandir
Nehru Nagar,
Bhopal - 462003

Subject: Offer of Employment

In Process

Dear Yogita Jain:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Hyderabad**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **September 27, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.6,00,000**/- and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.100,000**/- subject to your reporting for full-time employment on **September 27, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from

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time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **September 27, 2021**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

In Process

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Yogita Jain, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:

Chandra Shekar Heggannr Shivaramu

3B1A6F28ED49476...

Authorized Signatory

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Ms. Yogita Jain

Acceptance

I, **Yogita Jain**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

_____ _____

Signature Date

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Annexure A

Ms. Yogita Jain **Analyst**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**17,500**	**2,10,000**
House Rent Allowance (HRA)	**8,750**	**1,05,000**
Special Allowance[1a & 1b]	**11,867**	**1,42,404**
Leave Travel Allowance[2]	**1,750**	**21,000**
Meal Card[3]	**2,200**	**26,400**
Differential Allowance(L)	**5,833**	**69,996**
Employer's contribution to PF	**2,100**	**25,200**
Total Salary (in Rs.)	**50,000**	**6,00,000**

In Process

Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium[4]	**1,870**	**22,440**

* The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-….

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Annexure A

[1] All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	[1a] *Communication Expenses*	[1b] *Fuel Expenses*
Employee in Level - Analyst	*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*	*Petrol / Insurance / Repairs & Maintenance*
	Rs.3,000/- per month	Rs.7,500/- per month

[1a] The internet/telephone/mobile bills should be in the Employee's name.

[1b] For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

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Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

[2] The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

[3] Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

[4] Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

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Deloitte.

Yogita Jain Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad – 500 032** (the "Employer") as **Analyst** 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.

In Process

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, **Analyst** 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*

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Signatory, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization**. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. **Authorization to Access *Systems* and *Electronic Communications and use of Deloitte Property*.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems.* I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

   I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

   I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity,* transmitting *Deloitte Property* to me (*e.g.*, emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

   I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my

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possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security**. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of *Works.***

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the

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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*

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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*.

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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 licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. **Notification of Post-*Employment* Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

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Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.

22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

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23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **[HYDERABAD:** Hyderabad, Andhra Pradesh, India**] [MUMBAI**: Mumbai, Maharashtra, India**]** [**BENGALURU**: Bengaluru, Karnataka, India] [**GURGAON**: Gurgaon, Haryana, India**]** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to

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the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

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I have read the foregoing, understand it, and agree to comply with its terms.

_____

For Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

Effective as of **September 27, 2021,** I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

_____ _____

Signature Name

In Process

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EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity.*

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP**,** and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems,* equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

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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,

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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 Stated 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*.

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EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

In Process

ACCEPTED AND AGREED TO:
DELOITTE CONSULTING INDIA PRIVATE LIMITED

OMKAR CHANDRAMOULI KONCHUR
Talent

Authorized Signatory

_____
Date

An *Authorized Signatory*'s signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

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EXHIBIT C

Proceedings

[none, unless otherwise specified]

In Process

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

_____	_____	_____
Signature	Name	Date

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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

In Process

_____

Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR
Talent

I have read and understood the above policy terms.

_____	_____	_____
Signature	Name	Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

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Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

In Process

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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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*.

In Process

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

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In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.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.

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- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **September 27, 2021**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

In Process

_____ _____

Signature Name

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Deloitte.

Dear **Yogita Jain**,
On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Analyst** pursuant to the terms and conditions of your offer letter dated **September 27, 2021**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company. As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

In Process

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

Human Resources Department

Offer Letter_Firstcry_Operations Associate_Dehradun

Dear Srishti Kunwar,

Greetings !!

On the basis of our recent round of interaction, we are pleased to inform that you are being considered for the profile of **Trainee Operations Associate** with **Digital Age Retail Pvt Ltd. (**Firstcry.com**)**

You are requested to join us latest by **10th March 2021**, you will have to report sharp at **9 AM** beyond which your selection stands cancelled unless otherwise either party communicates the said delay beforehand.

Please consider the following details:

1. Your 45 days training will be divided into: 30 Days- Classroom Training and 15 Days- On The Job Training
2. You will be paid a stipend of Rs. 5000/- at the end of your 45 days training period.
3. On the day of joining, you are requested to submit a copy of your Adhaar Card & Pan Card along with your bank account details (pass book first page photocopy) & 2 Passport size photographs.
4. On the successful completion of your training & basis the scores of your final assessment (Min 80 Quality Score) you will be offered the position of Operations Associate with Digital Age Retail Pvt Ltd.

5. Post your final selection, you will be offered an appointment with Digital Age Retail Private Limited (Firstcry.com) as an Operations Associate, with a starting CTC of Rs 13,157.

We look forward to your arrival as a trainee in our organization and are confident that you will play a key role in our company's expansion.

Your detailed appointment letter will be issued to you once you successfully complete your 45 Days training period. If the same is acceptable to you, please send us a written confirmation on the selection acceptance along with a joining date.

In case of any query connect back on the same mail id.

Thanks & Regards

Somya Bahukhandi

Executive- Human Resource

Digital Age Retail Pvt Ltd

Dehradun

Name:	Arisha Shukla	
Designation:	Associate Engineer	
Salary Band	SB05	
Compensation Break Up		
Cost to Company p.a.		625,000
Components	Annual	Monthly
Basic Salary	234,249	19,521
House Rent Allowance	93,700	7,808
Education Allowance	2,400	200
Bonus / Ex-gratia*	25,000	2,083
Flexible Reimbursement Basket (FRB)**	230,274	19,190
Retirals		
Gratuity	11,267	939
Provident Fund (employer's contribution)	28,110	2,343
Subtotal Retirals	**39,377**	**3,281**
Cost to Company p.a.	**625,000**	**52,083**

*** Bonus (if applicable) shall be payable as per Payment of Bonus Act, amount over and above statutory bonus shall be paid as Ex-gratia**

**** Flexible Reimbursement Basket (FRB):** The flexible reimbursement basket can be broken down into following components. The break up would undergo change based on individual choice and applicable entitlements as per respective policies. Remainder of FRB (if any) will be termed as "Other Allowance" and will be paid as fixed component through payroll.

1. Lease Rental, Fuel & Maintenance and Driver's salary Reimbursement as per lease vehicle policy OR
2. Fuel & Maintenance and Driver's salary Reimbursement as per own vehicle policy OR
3. Transport facility
4. Phone Reimbursement
5. Leave Travel Allowance
6. Professional Development Allowance
7. Uniform Allowance (as applicable)
8. Optional Retirement benefits (Superannuation & NPS)

Other Employment Benefits	Core Benefits	Flexible benefits options
Mediclaim Hospitilisation (family Floater, max 5 dependents)	Rs. 4 Lakh p.a. family floater	Upgrade / Downgrade sum insured and dependents as per flex rules either through points or salary deduction
Personal Accident Coverage (only for employee) - Comprehensive coverage	3 times annual CTC	Option to enhance upto 2.5 times CTC as per flex rules either through points or salary deduction
Group Term Life Insurance (only for employee, covering natural death & critical illness)	Rs. 20 Lakh as fixed	Option to enhance upto 2.5 times CTC as per flex rules either through points or salary deduction
Enhanced health check up (self and dependent family members)	NA	Allocate only through unused flex point, paid as taxable reimbursement over and above CTC as per policy
Gym Membership reimbursement (self and dependent family members)	NA	Allocate only through unused flex point, paid as taxable reimbursement over and above CTC as per policy
Meal Coupons	As applicable	As applicable

***Company reserves the right to restructure the salary and allowance components in your compensation without affecting the CTC**

Shiju John
Manager - Human Resource Corporate & Services

Arisha Shukla

Name:	Yati Kumari	
Designation:	Associate Engineer	
Salary Band	SB05	
Compensation Break Up		
Cost to Company p.a.		**625,000**
Components	**Annual**	**Monthly**
Basic Salary	234,249	19,521
House Rent Allowance	93,700	7,808
Education Allowance	2,400	200
Bonus / Ex-gratia*	25,000	2,083
Flexible Reimbursement Basket (FRB)**	230,274	19,190
Retirals		
Gratuity	11,267	939
Provident Fund (employer's contribution)	28,110	2,343
Subtotal Retirals	**39,377**	**3,281**
Cost to Company p.a.	**625,000**	**52,083**

*** Bonus (if applicable) shall be payable as per Payment of Bonus Act, amount over and above statutory bonus shall be paid as Ex-gratia**

**** Flexible Reimbursement Basket (FRB):** The flexible reimbursement basket can be broken down into following components. The break up would undergo change based on individual choice and applicable entitlements as per respective policies. Remainder of FRB (if any) will be termed as "Other Allowance" and will be paid as fixed component through payroll.

1. Lease Rental, Fuel & Maintenance and Driver's salary Reimbursement as per lease vehicle policy OR
2. Fuel & Maintenance and Driver's salary Reimbursement as per own vehicle policy OR
3. Transport facility
4. Phone Reimbursement
5. Leave Travel Allowance
6. Professional Development Allowance
7. Uniform Allowance (as applicable)
8. Optional Retirement benefits (Superannuation & NPS)

Other Employment Benefits	Core Benefits	Flexible benefits options
Mediclaim Hospitilisation (family Floater, max 5 dependents)	Rs. 4 Lakh p.a. family floater	Upgrade / Downgrade sum insured and dependents as per flex rules either through points or salary deduction
Personal Accident Coverage (only for employee) - Comprehensive coverage	3 times annual CTC	Option to enhance upto 2.5 times CTC as per flex rules either through points or salary deduction
Group Term Life Insurance (only for employee, covering natural death & critical illness)	Rs. 20 Lakh as fixed	Option to enhance upto 2.5 times CTC as per flex rules either through points or salary deduction
Enhanced health check up (self and dependent family members)	NA	Allocate only through unused flex point, paid as taxable reimbursement over and above CTC as per policy
Gym Membership reimbursement (self and dependent family members)	NA	Allocate only through unused flex point, paid as taxable reimbursement over and above CTC as per policy
Meal Coupons	As applicable	As applicable

***Company reserves the right to restructure the salary and allowance components in your compensation without affecting the CTC**

Shiju John
Manager - Human Resource Corporate & Services

Yati Kumari

ERICSSON

Ericsson Confidential

Date
2021-10-22
Your Date

Reference
EGI/H-21:6653
Your Reference
Application/CV

Attending to this matter
NO/EGI/H Abhishek Kumar/RB

For your information

Ms. Kanishka Juneja

OFFER OF APPOINTMENT

Dear Kanishka,

It was our pleasure to note your interest and having opportunity to professionally interact with you. Congratulations! Based on our discussions, we are pleased to inform you of your appointment in our organization on the following terms and conditions:

1.	**Designation**	**:**	**Associate Engineer Trainee**
2.	**Job Stage**	**:**	**3**
3.	**Date of Joining**	**:**	**On 2021-11-08 at Noida by 9:00 am**
4.	**Location of work**	**:**	**Noida**
5.	**Compensation**	**:**	**As detailed below**

TABLE 'A'

SALARY COMPONENTS		
Components	**Monthly INR**	**Annual INR**
Basic	15,000	180,000
HRA	9,000	108,000
Composite Allowance	3,478	41,736
Leave Travel Allowance	1,250	15,000
Total Fixed Salary	**28,728**	**344,736**

* Your Total Salary Compensation will be **Rupees Three Lakh Fourty Four Thousand Seven Hundred Thirty Six Only.**

TABLE 'B'

RETIRAL BENEFITS (EMPLOYER SHARE)		
Components	**Monthly INR**	**Annual INR**
Provident Fund	1,800	21,600
Gratuity	722	8,664
Total Retiral	**2,522**	**30,264**

Ericsson India Global Services Private Limited
Knowledge Boulevard,
A-8A, Sector 62A. NOIDA
INDIA - 201 309
www.ericsson.co.in / www.ericsson.com

CIN : U72200DL2010PTC204192
Tel: + 91 120 3029200
Tel: + 91 120 4256000
Fax: + 91 120 3029135

Registered Office
4th Floor, Dakha House
18/17, W.E.A., Pusa Lane,
Karol Bagh,
New Delhi 110 005 INDIA

ERICSSON

Date
2021-10-22

Reference
EGI/H-21:6653

All entitlements given above are applicable after you have joined Ericsson. The entitlements are subject to Company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax provisions and other laws.

This Offer of Appointment is valid for 15 days from the date of this email. You are requested to confirm your acceptance by returning a signed printed copy of this email within the time period.

In case you fail to communicate your acceptance in writing within 15 days of the date of this email, the Offer shall stand revoked.

Please be advised that your appointment shall be effective from the date of your joining our organisation and subject to you conclusively completing all the formalities including a clear medical report from the Company approved medical, hospital / medical officer / laboratory and the joining report issued by the Company.

This offer is contingent upon a successful background verification of education, employment, Identity, global data base, and criminal check to be carried out by the company. This conditional offer can be rescinded by the company at its sole discretion based upon the data received after the verification is concluded. You agree that the Company reserves the right to do a background check anytime even during the course of your employment.

By signing this Offer of Appointment you are accepting all the Terms and Conditions set forth herein and as attached to this Offer of Appointment in various Annexures (Annexed herewith as Annexures 1A-1E).

We welcome you and look forward to your being a part of “Ericsson Family”

Yours sincerely,
For ERICSSON INDIA GLOBAL SERVICES PRIVATE LIMITED

Rajat Bajaj
Talent Acquisition

Accepted & Copy Received with all the Annexures
(Received with Annexure)
Date

(*This “Offer of Appointment” should be read in conjunction with Annexure 1A to 1E containing detailed terms and condition of employment*.)

ANNEXURE – 1A

Terms and Conditions of Employment

1. REPORTING / JOINING

Your Appointment shall be effective from your Date of Joining. Please note that this Offer of Appointment is provisional and is dependent on your being found medically fit in the Pre-employment medical check-up from a hospital/ Clinical Laboratory designated by the Company and fulfilling all the joining formalities.

Pre-Employment Medical Check-up: You are required to undergo a medical check-up as per arrangements made by the Company. The details are outlined in Annexure-1D. All expenses for this check-up will be borne by you. However, these expenses, not exceeding INR 1500/- may be claimed from the Company after your joining, on production of receipts/bills as the case may be.

In the event of you being found medically unfit to join the Company, this offer of appointment shall be automatically cancelled and the Company shall not be responsible for any consequences / loss / damages caused to you due to it.

2. PROBATION

You will be on probation for a period of 6 (Six) months from the Date of Joining. However, your probation period can be extended further at the sole discretion of the Company; if your performance / conduct are found to be unsatisfactory. You will continue to be on probation until confirmed in writing.

3. FULL TIME EMPLOYMENT

You shall, during your employment with the Company, devote your full time and attention to the Company's business entrusted to you and shall not engage yourself directly or indirectly, either honorary or otherwise, in any business or service, other than Company's business and service, unless prior written permission is obtained by you from the Company.

4. PLACE OF WORK

Your initial place of posting will be as mentioned in the Offer of Appointment. However, your services are transferable to any place within the country or abroad or to any of the Ericsson's associate/ sister concern or its subsidiary, whether are or as may be established or acquired later on, at the sole discretion of the Company. In case you are transferred to any other location, you will be governed by the terms and conditions of service applicable to the new place of posting / assignment including compensation, leave and holidays, working hours and other related policies.

NOTE

Salary Revision will depend at the sole discretion of the Company based on Company performance and your individual performance including factors like your efficiency, intelligence and regular attendance, sense of discipline, loyalty to Company and good behaviour.

5. RETIRAL BENEFITS / INSURANCE

In addition to Provident Fund and Gratuity payable as per statutory provisions , you will also be entitled to Medical Insurance & Group Personal Accident Insurance for Self as per the Company's policy as applicable and updated from time to time. *(Please refer Annexure -1B)*

6. TRAINING

The Company may send you to any other city or abroad or organize specific skill enhancement training relevant to your employment domestically

7. DATA CONSENT

By accepting this offer of appointment, you unconditionally consent to Company collecting, receiving, possessing, storing, dealing with, handling processing, transferring, displaying or communicating, whether by electronic means or manually, whether in India or outside India, any and all personal or other data (including without limitation copies of documents, medical records, bank account information, bio-metric information) that may be submitted by you in the course of your employment or may be generated in the course of your employment.

While the Company will take all reasonable care and precaution to ensure that no personal data pertaining to you is shared with third parties, except as may be required by law or in the routine course of the Company's business (e.g. with third party pay-roll management entities), the Company shall not in any manner be liable for the loss or theft of such data even if such loss or theft occurs on account of the negligence or with the connivance of any employee or agent of the Company.

You also agree that you shall not store any personal data on any Company property (including without limitation computer systems, telephones, e-mails, files or other storage). You specifically agree that any data stored on any Company property shall be deemed to belong to the Company and the Company may deal with or use the same in any manner it deems fit, including deleting any data

8. DATA PRIVACY

The Company requires that you shall observe Data Privacy as per Company's regulations/ policy, regarding the processing and protection of any personal information and/or data to which you may have access to in the course of your duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company immediately. In the event of any breach of the said undertaking, the Company shall be entitled to take such action against you as per the Company Rules and/or applicable law.

9. NON DISCLOSURE

Unless authorized in writing by the Company, you shall not divulge, communicate or pass on any information in any form, related to any aspect of the Company to anyone outside the Company.

You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

The expression "Confidential Information" refers to all and / or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

You agree that all Confidential Information is the exclusive property of the Company and you will be responsible and will take steps necessary to protect the Confidential Information. You agree that, during your employment and after your employment ends, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an Authorized officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession on cessation of your employment with the Company.

10. PROFESSIONAL ETHICS

You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. Please deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will be required to read, understand and acknowledge Ericsson's Code of Business Ethics (CoBE) and Non-Disclosure Agreement at the time of joining the Company.

You shall also maintain utmost dignity in your behaviour and conduct while dealing with the employees, vendors and visitors of the Company including persons directly or indirectly associated with the Company in any manner.

11. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The Company foresees that you may create or develop intellectual property in the course of your employment and agree that in this respect you have a special responsibility to further the interests of the Company.

You agree that you shall disclose forthwith in detail any intellectual property created by you (whether or not created or developed on the Company premises or in normal working hours) in the course of your employment or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in it or in connection with it and such intellectual property shall belong to and be the absolute property of the Company. You agree to record any intellectual property invented, created or developed or acquired in the course of your employment (whether alone or jointly with any other person) in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that intellectual property. For the avoidance of any doubt, "intellectual property" includes patents, designs, trademarks, service marks, trade names, logos, get up, domain names, copyright (including rights in computer software, architectural drawings and plans), design rights, database rights, rights in performances, moral rights, confidential information, know-how and any other similar rights anywhere in the world, whether registered or not and including any applications for registration.

You will undertake to execute all such applications or documents as may be required by the Company for legally effecting and recording the assignment made herein, whether during or subsequent to your employment with the Company.

For the removal of doubts, you confirm that you have no intellectual property other than that disclosed by you at the time of acceptance of this offer of Appointment.

The obligations contained above shall survive the termination/expiry of your employment with the Company.

You further herby undertake that all works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of employment with the Company, with your involvement shall be the property of the Company. The copyright and ownership for such works shall be with the Company and you will not have any claims on the same of any nature whatsoever. You will not do anything in conflict with the Company's right in intellectual property and will co-operate fully to protect Intellectual Property against misappropriation or infringement by any third party.

12. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY

You agree that during your employment and after your employment with the Company ends for whatever the reason may be, you will not, directly or indirectly, aid, solicit or induce any employee, officer or director of the Company to leave the Company for employment or other relationship with any other entity that is involved in any aspect of the business of the Company.

13. COMPANY POLICIES

You agree that as part of your job responsibility, you will follow the guidelines, standards, rules, policies, procedures, directives and practices of the Company prevailing from time to time. You agree that the Company may change any of its guidelines, standards, rules, policies, procedures, directives and practices from time to time, and that such change will apply to your job responsibility and be binding on you. Such changes may affect or result in a modification of the terms and conditions governing your employment which is set out in this letter or elsewhere, and you shall be bound by such changes as permitted by the law.

For the avoidance of any doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Offer Letter shall be read subject to such legal obligations.

You warrant that you are under no contractual duty or obligation arising from any other contracts which you may have entered into which restrain you, for whatever reasons, from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or are in conflict with your duties and obligations under this Offer Letter.

Kindly note, any action of yours in contravention to this shall render you liable for termination with immediate effect.

14. ABANDONMENT

Unauthorized/ Unsanctioned absence from work shall invite action as per the Company disciplinary policy.

15. RETIREMENT

You will retire in the normal course, from the services of the Company on attaining the age of superannuation that is, on the day following your 60th birthday. However the Company will relieve you on the last day of that calendar month. The age of retirement is subject to your health condition and you being medically fit to perform duties assigned to you during your course of employment with us.

16. RECOVERY OF EXPENSES INCURRED ON YOUR RELOCATION

All the expenses incurred on your relocation at the time of joining, as covered under the Company policy will be recovered in full in case you leave the Company or your services are terminated before completion of one year of service from your date of joining. You hereby further authorize the Company to recover the said amount by deducting and/or adjusting the same from the amount payable to you by the Company on cessation of your employment and in case of shortfall, if any, the same will be recovered from you.

17. TERMINATION

This Offer of Appointment can be terminated by either side, by giving one month's notice during the probation period or three months' notice after confirmation or basic salary in lieu of the notice period. Prior to leaving the Company, you will ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your manager/in charge/superior.

Notwithstanding the above, the Company shall be entitled to terminate your employment immediately and without notice (or any payment in lieu of notice) in any of the following events:

a) If you commit any serious or persistent breach of any of your obligations under the terms of your employment;
b) If you commit any act of indiscipline or a serious misconduct or do any act, deed or thing which reflects negatively on the reputation of the Company (or its parent or affiliate);
c) If you commit any breach of the Company's policies or were found non-compliant with any of the guidelines, instructions, standards, rules, codes and practices of the Company prevailing from time to time;
d) If you commit any criminal or other offence or are guilty of any conduct which, in the opinion of the management adversely affects the reputation or interests of the Company;
e) If you fail to comply with health and safety regulations of the Company;
f) If you falsify your identity; or provide any falsified or forged certificates or other documents; or misrepresent your academic and/or professional qualifications, experience etc.;
g) Misuse of Company asset including corporate credit card.

MODE & ADDRESS FOR COMMUNICATION

Any notice, memo or other communication required or permitted hereunder this Offer of Appointment, either by you or the Company shall be effective & shall be deemed to be received. Any communication sought to be delivered will amount to insubordination if there is any refusal to receive:

a) Upon delivery when delivered by hand
b) Upon delivery, if sent by an express courier / speed post / e-mail on your last recorded address with the Company backed up by a reliable/ tracking delivery system, if in place, to the address mentioned hereunder.
c) Upon communication by SMS sent on the mobile contact number provided by you or the Company.

NOTE

It shall be your duty to intimate in writing to the Company whenever there is any change of your address. In the event of non-communication in any change of address, any communication sent to you at your address last recorded with the Company shall be deemed to be sufficient service. Also you will not refuse to accept any communication as offered to you for personal delivery.

18. ARBITRATION & CONCILIATION

All disputes arising out of or in connection with the employment of this Offer of Appointment Letter shall be settled, if possible by amicable negotiation between you and the Company. If the matter is not resolved by amicable negotiations within 30 business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to Arbitration/ Conciliation before the sole Arbitrator or Conciliation Officer appointed by the Head HR of the Company or a person having a delegated authority in this regard. The Arbitration/ Conciliation shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended from time to time. The venue of Arbitration/ Conciliation shall be at Delhi. The proceedings shall be conducted and the award shall be rendered in English Language only. The cost of the proceedings including attorney's fees and expenses shall be borne equally. The arbitration shall be subject to exclusive jurisdiction of Delhi Courts.

19. ACKNOWLEDGMENTS OF COMPANY PROPERTY/ARTICLES

You will be provided Company assets viz laptop, data card, mobile handset, tool kit , key or any other property/article to carry out your day to day operations and execute a separate acknowledgement receipt to this effect. You shall be lawful custodian of such Company accessories/properties handed over to you during the course of employment and upkeep the said Company property in proper useable condition, In case of any damage or theft you will immediately or within reasonable time report to concerned person in Company. Further at the time of separation by whatsoever reason, you shall deposit all Company property to concerned department or your reporting manager. In case of failure or non-deposit of Company property, Company will have right to recover the same from you or adjust from your payables, the amount equivalent to the cost of such property/article without prejudice to exercising other legal rights and remedies available with the Company for recovery of remainder of dues.

20. VERIFICATION

Your employment will be further subject to the correctness of the information provided by you and verification of your credentials, testimonials and other particulars provided by you at the time of your applying for the job. This verification shall be conducted prior to your joining the Company. However, in case at any stage, if it is found that any information provided by you is false or misleading or any material information has been suppressed, then notwithstanding the fact that you have joined the Company upon selection, you will lose lien on your employment and shall be liable to be discharged forthwith.

Please sign the duplicate copy of this letter, and annexures, as a token of acceptance.

We will be proud to have you as member of our team to enable us in maintaining the leadership status of Ericsson, globally.

ANNEXURE – 1B

This is a summary of working hours, leave and holidays, Retiral benefits as may be applicable from time to time including some of the benefits & entitlements. These are subject to change as per applicable laws and/or at Company's discretion. In case of any clarification please contact Human Resources at your location.

WORKING HOURS

Being an IT/ ITES Company we operate 24x7, The general shift starts at 0800 hours and ends at 1700 hours Monday through Friday with half an hour lunch break. Depending upon the business requirements and exigencies of work you may be deputed in any shifts including night shift also or to any other office / work / project site in which case your working hours / shift working as may be prevalent at such places shall apply on you. You may be required to sign a consent form at the time of joining the Company.

LEAVE AND HOLIDAYS

As per the Company's policy you will be entitled to 12 days Casual Leave and 25 days of Privilege/ Earned Leaves. These will be pro-rated in case you join any time during the year. The Company also provides 12 festival / public holidays including national holidays, which are announced in advance every year. The holidays vary depending on the location of your job assignment.

PROVIDENT FUND

The Company and employee contribute equally to the PF account of the employee. However, the Company's contribution will be matching as per provisions of the EPF (Miscellaneous Provisions) Act, 1952 and schemes made there under You will have the option for deduction as voluntary contribution subject to limitations as may be in force from time to time.

GRATUITY

You will be eligible for Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

INSURANCE: - (GPAI)

The Company covers all employees under a 24-hour GPAI (Group Personal Accident Insurance) policy against any temporary/permanent disability or in the unfortunate event of death due to an accident of any nature at any place. The cost of this insurance is borne by the Company.

HOSPITALISATION INSURANCE

Ericsson has also taken an Insurance Policy to cover an employee, his/ her spouse and children for expenses incurred on their hospitalization. The amount of coverage depends on the terms of insurance policy applicable for that year.

LIFE COVER

The Company also covers employees under Life Insurance. This covers death due to causes other than accident.

CREDIT CARDS

The Company provides need based Corporate Credit Card to an employee to meet business expenses while on travel, etc. This card is to be used only for official expenses.

ANNEXURE – 1C

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Relieving letter from all previous Company's/ Resignation Acceptance letter.	√	√
Last Salary Slip/ Complete Compensation details [fixed + variable] (letter)	√	√
Matriculation (10th) Pass certificate	√	√
Senior Secondary (12th) Pass certificate	√	√
University Degree	√	√
Post-Graduation Degree (if any)	√	√
Other professional qualification and relevant certificate	√	√
Identity Proof – Passport or Driving License and PAN Card for Bank account opening	√	√
E-Aadhar Card	√	
Passport size photographs in all (03 No's)	√	
Medical Clearance/ Certificate from Company approved medical officer / hospital.	√	

Please ensure that all the above mentioned documents are produced at the time of joining. Inability to produce any of these documents could result in delay in joining the services of the Company and in some cases unusual delay may jeopardize the smooth working of the Company which may result in withdrawal of offer of appointment.

ERICSSON

Date
2021-10-22

Reference
EGI/H-21:6653

ANNEXURE – 1D

PRE EMPLOYMENT HEALTH CHECK UP

PRE EMPLOYMENT HEALTH CHECK UP (For New joinees)

INVESTIGATIONS	
1.	Complete Haemogram (Hb, TLC, DLC, ESR)
2.	Blood Group & Rh Typing
3.	Blood Sugar (Fasting)
4.	Blood Urea
5.	Serum Creatinine
6.	HbsAg
7.	Urine Routine & Microscopy
8.	X-ray Chest
9.	ECG
10.	Vision testing & colour vision
11.	Physical Examination - Height, Weight, Blood Pressure etc.

Special Corporate Discounted Cost:-Rs.800/- per person.

Pre-Employment Medical Check-up can be done at **Apollo Clinics** across India.
Please refer the web link: **www.theapolloclinic.com**

You are requested to present the current page of the offer letter at the lab for investigations to be carried out as per the Ericsson agreement. Please make the payment and retain the original receipts for the reimbursement.

Kindly carry the original reports on the day of joining

ANNEXURE – 1E

(This annexure is valid only when agreed to by Ericsson)

Notice Pay Re-imbursement

1. Notice period payout shall be reimbursed subject to an agreement by the Ericsson HR appointing authority in writing.

2. The notice period reimbursement shall be paid out to you after your joining the Company and on production of original Full & Final receipts from your previous Company clearly indicating the deducted / recovered amount.

3. In case the Company has paid the shortfall in Notice Period pertaining to your previous employment to you or your previous employer you will be liable for recovery of Notice Period paid in case you leave the Company or your services are terminated before completion of one year of service from the date of your joining.

ERICSSON

Ericsson Confidential

Date
2021-09-16
Your Date

Reference
EGI/H-21:5584
Your Reference
Application/CV

Attending to this matter
NO/EGI/H Abhishek Kumar/RB

For your information

Ms. Nidhi Kumari

OFFER OF APPOINTMENT

Dear Nidhi,

It was our pleasure to note your interest and having opportunity to professionally interact with you. Congratulations! Based on our discussions, we are pleased to inform you of your appointment in our organization on the following terms and conditions:

1.	**Designation**	**:**	**Associate Engineer Trainee**
2.	**Job Stage**	**:**	**3**
3.	**Date of Joining**	**:**	**On 2021-11-01 at Noida by 9:00 am**
4.	**Location of work**	**:**	**Noida**
5.	**Compensation**	**:**	**As detailed below**

TABLE 'A'

SALARY COMPONENTS		
Components	**Monthly INR**	**Annual INR**
Basic	15,000	180,000
HRA	9,000	108,000
Composite Allowance	3,478	41,736
Leave Travel Allowance	1,250	15,000
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* Your Total Salary Compensation will be **Rupees Three Lakh Fourty Four Thousand Seven Hundred Thirty Six Only.**

TABLE 'B'

RETIRAL BENEFITS (EMPLOYER SHARE)		
Components	**Monthly INR**	**Annual INR**
Provident Fund	1,800	21,600
Gratuity	722	8,664
Total Retiral	**2,522**	**30,264**

Ericsson India Global Services Private Limited
Knowledge Boulevard,
A-8A, Sector 62A. NOIDA
INDIA - 201 309
www.ericsson.co.in / www.ericsson.com

CIN : U72200DL2010PTC204192
Tel: + 91 120 3029200
Tel: + 91 120 4256000
Fax: + 91 120 3029135

Registered Office
4th Floor, Dakha House
18/17, W.E.A., Pusa Lane,
Karol Bagh,
New Delhi 110 005 INDIA

ERICSSON

Date
2021-09-16

Reference
EGI/H-21:5584

All entitlements given above are applicable after you have joined Ericsson. The entitlements are subject to Company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax provisions and other laws.

This Offer of Appointment is valid for 15 days from the date of this email. You are requested to confirm your acceptance by returning a signed printed copy of this email within the time period.

In case you fail to communicate your acceptance in writing within 15 days of the date of this email, the Offer shall stand revoked.

Please be advised that your appointment shall be effective from the date of your joining our organisation and subject to you conclusively completing all the formalities including a clear medical report from the Company approved medical, hospital / medical officer / laboratory and the joining report issued by the Company.

This offer is contingent upon a successful background verification of education, employment, Identity, global data base, and criminal check to be carried out by the company. This conditional offer can be rescinded by the company at its sole discretion based upon the data received after the verification is concluded. You agree that the Company reserves the right to do a background check anytime even during the course of your employment.

By signing this Offer of Appointment you are accepting all the Terms and Conditions set forth herein and as attached to this Offer of Appointment in various Annexures (Annexed herewith as Annexures 1A-1E).

We welcome you and look forward to your being a part of “Ericsson Family”

Yours sincerely,
For ERICSSON INDIA GLOBAL SERVICES PRIVATE LIMITED

Rajat Bajaj
Talent Acquisition

Accepted & Copy Received with all the Annexures
(Received with Annexure)
Date

(*This “Offer of Appointment” should be read in conjunction with Annexure 1A to 1E containing detailed terms and condition of employment*.)

ANNEXURE – 1A

Terms and Conditions of Employment

1. REPORTING / JOINING

Your Appointment shall be effective from your Date of Joining. Please note that this Offer of Appointment is provisional and is dependent on your being found medically fit in the Pre-employment medical check-up from a hospital/ Clinical Laboratory designated by the Company and fulfilling all the joining formalities.

Pre-Employment Medical Check-up: You are required to undergo a medical check-up as per arrangements made by the Company. The details are outlined in Annexure-1D. All expenses for this check-up will be borne by you. However, these expenses, not exceeding INR 1500/- may be claimed from the Company after your joining, on production of receipts/bills as the case may be.

In the event of you being found medically unfit to join the Company, this offer of appointment shall be automatically cancelled and the Company shall not be responsible for any consequences / loss / damages caused to you due to it.

2. PROBATION

You will be on probation for a period of 6 (Six) months from the Date of Joining. However, your probation period can be extended further at the sole discretion of the Company; if your performance / conduct are found to be unsatisfactory. You will continue to be on probation until confirmed in writing.

3. FULL TIME EMPLOYMENT

You shall, during your employment with the Company, devote your full time and attention to the Company's business entrusted to you and shall not engage yourself directly or indirectly, either honorary or otherwise, in any business or service, other than Company's business and service, unless prior written permission is obtained by you from the Company.

4. PLACE OF WORK

Your initial place of posting will be as mentioned in the Offer of Appointment. However, your services are transferable to any place within the country or abroad or to any of the Ericsson's associate/ sister concern or its subsidiary, whether are or as may be established or acquired later on, at the sole discretion of the Company. In case you are transferred to any other location, you will be governed by the terms and conditions of service applicable to the new place of posting / assignment including compensation, leave and holidays, working hours and other related policies.

NOTE

Salary Revision will depend at the sole discretion of the Company based on Company performance and your individual performance including factors like your efficiency, intelligence and regular attendance, sense of discipline, loyalty to Company and good behaviour.

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6. TRAINING

The Company may send you to any other city or abroad or organize specific skill enhancement training relevant to your employment domestically

7. DATA CONSENT

By accepting this offer of appointment, you unconditionally consent to Company collecting, receiving, possessing, storing, dealing with, handling processing, transferring, displaying or communicating, whether by electronic means or manually, whether in India or outside India, any and all personal or other data (including without limitation copies of documents, medical records, bank account information, bio-metric information) that may be submitted by you in the course of your employment or may be generated in the course of your employment.

While the Company will take all reasonable care and precaution to ensure that no personal data pertaining to you is shared with third parties, except as may be required by law or in the routine course of the Company's business (e.g. with third party pay-roll management entities), the Company shall not in any manner be liable for the loss or theft of such data even if such loss or theft occurs on account of the negligence or with the connivance of any employee or agent of the Company.

You also agree that you shall not store any personal data on any Company property (including without limitation computer systems, telephones, e-mails, files or other storage). You specifically agree that any data stored on any Company property shall be deemed to belong to the Company and the Company may deal with or use the same in any manner it deems fit, including deleting any data

8. DATA PRIVACY

The Company requires that you shall observe Data Privacy as per Company's regulations/ policy, regarding the processing and protection of any personal information and/or data to which you may have access to in the course of your duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company immediately. In the event of any breach of the said undertaking, the Company shall be entitled to take such action against you as per the Company Rules and/or applicable law.

9. NON DISCLOSURE

Unless authorized in writing by the Company, you shall not divulge, communicate or pass on any information in any form, related to any aspect of the Company to anyone outside the Company.

You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

The expression "Confidential Information" refers to all and / or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

You agree that all Confidential Information is the exclusive property of the Company and you will be responsible and will take steps necessary to protect the Confidential Information. You agree that, during your employment and after your employment ends, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an Authorized officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession on cessation of your employment with the Company.

10. PROFESSIONAL ETHICS

You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. Please deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will be required to read, understand and acknowledge Ericsson's Code of Business Ethics (CoBE) and Non-Disclosure Agreement at the time of joining the Company.

You shall also maintain utmost dignity in your behaviour and conduct while dealing with the employees, vendors and visitors of the Company including persons directly or indirectly associated with the Company in any manner.

11. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The Company foresees that you may create or develop intellectual property in the course of your employment and agree that in this respect you have a special responsibility to further the interests of the Company.

You agree that you shall disclose forthwith in detail any intellectual property created by you (whether or not created or developed on the Company premises or in normal working hours) in the course of your employment or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in it or in connection with it and such intellectual property shall belong to and be the absolute property of the Company. You agree to record any intellectual property invented, created or developed or acquired in the course of your employment (whether alone or jointly with any other person) in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that intellectual property. For the avoidance of any doubt, "intellectual property" includes patents, designs, trademarks, service marks, trade names, logos, get up, domain names, copyright (including rights in computer software, architectural drawings and plans), design rights, database rights, rights in performances, moral rights, confidential information, know-how and any other similar rights anywhere in the world, whether registered or not and including any applications for registration.

You will undertake to execute all such applications or documents as may be required by the Company for legally effecting and recording the assignment made herein, whether during or subsequent to your employment with the Company.

For the removal of doubts, you confirm that you have no intellectual property other than that disclosed by you at the time of acceptance of this offer of Appointment.

The obligations contained above shall survive the termination/expiry of your employment with the Company.

You further herby undertake that all works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of employment with the Company, with your involvement shall be the property of the Company. The copyright and ownership for such works shall be with the Company and you will not have any claims on the same of any nature whatsoever. You will not do anything in conflict with the Company's right in intellectual property and will co-operate fully to protect Intellectual Property against misappropriation or infringement by any third party.

12. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY

You agree that during your employment and after your employment with the Company ends for whatever the reason may be, you will not, directly or indirectly, aid, solicit or induce any employee, officer or director of the Company to leave the Company for employment or other relationship with any other entity that is involved in any aspect of the business of the Company.

13. COMPANY POLICIES

You agree that as part of your job responsibility, you will follow the guidelines, standards, rules, policies, procedures, directives and practices of the Company prevailing from time to time. You agree that the Company may change any of its guidelines, standards, rules, policies, procedures, directives and practices from time to time, and that such change will apply to your job responsibility and be binding on you. Such changes may affect or result in a modification of the terms and conditions governing your employment which is set out in this letter or elsewhere, and you shall be bound by such changes as permitted by the law.

For the avoidance of any doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Offer Letter shall be read subject to such legal obligations.

You warrant that you are under no contractual duty or obligation arising from any other contracts which you may have entered into which restrain you, for whatever reasons, from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or are in conflict with your duties and obligations under this Offer Letter.

Kindly note, any action of yours in contravention to this shall render you liable for termination with immediate effect.

14. ABANDONMENT

Unauthorized/ Unsanctioned absence from work shall invite action as per the Company disciplinary policy.

15. RETIREMENT

You will retire in the normal course, from the services of the Company on attaining the age of superannuation that is, on the day following your 60th birthday. However the Company will relieve you on the last day of that calendar month. The age of retirement is subject to your health condition and you being medically fit to perform duties assigned to you during your course of employment with us.

16. RECOVERY OF EXPENSES INCURRED ON YOUR RELOCATION

All the expenses incurred on your relocation at the time of joining, as covered under the Company policy will be recovered in full in case you leave the Company or your services are terminated before completion of one year of service from your date of joining. You hereby further authorize the Company to recover the said amount by deducting and/or adjusting the same from the amount payable to you by the Company on cessation of your employment and in case of shortfall, if any, the same will be recovered from you.

17. TERMINATION

This Offer of Appointment can be terminated by either side, by giving one month's notice during the probation period or three months' notice after confirmation or basic salary in lieu of the notice period. Prior to leaving the Company, you will ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your manager/in charge/superior.

Notwithstanding the above, the Company shall be entitled to terminate your employment immediately and without notice (or any payment in lieu of notice) in any of the following events:

a) If you commit any serious or persistent breach of any of your obligations under the terms of your employment;
b) If you commit any act of indiscipline or a serious misconduct or do any act, deed or thing which reflects negatively on the reputation of the Company (or its parent or affiliate);
c) If you commit any breach of the Company's policies or were found non-compliant with any of the guidelines, instructions, standards, rules, codes and practices of the Company prevailing from time to time;
d) If you commit any criminal or other offence or are guilty of any conduct which, in the opinion of the management adversely affects the reputation or interests of the Company;
e) If you fail to comply with health and safety regulations of the Company;
f) If you falsify your identity; or provide any falsified or forged certificates or other documents; or misrepresent your academic and/or professional qualifications, experience etc.;
g) Misuse of Company asset including corporate credit card.

MODE & ADDRESS FOR COMMUNICATION

Any notice, memo or other communication required or permitted hereunder this Offer of Appointment, either by you or the Company shall be effective & shall be deemed to be received. Any communication sought to be delivered will amount to insubordination if there is any refusal to receive:

a) Upon delivery when delivered by hand
b) Upon delivery, if sent by an express courier / speed post / e-mail on your last recorded address with the Company backed up by a reliable/ tracking delivery system, if in place, to the address mentioned hereunder.
c) Upon communication by SMS sent on the mobile contact number provided by you or the Company.

NOTE

It shall be your duty to intimate in writing to the Company whenever there is any change of your address. In the event of non-communication in any change of address, any communication sent to you at your address last recorded with the Company shall be deemed to be sufficient service. Also you will not refuse to accept any communication as offered to you for personal delivery.

ERICSSON

Date
2021-09-16

Reference
EGI/H-21:5584

18. ARBITRATION & CONCILIATION

All disputes arising out of or in connection with the employment of this Offer of Appointment Letter shall be settled, if possible by amicable negotiation between you and the Company. If the matter is not resolved by amicable negotiations within 30 business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to Arbitration/ Conciliation before the sole Arbitrator or Conciliation Officer appointed by the Head HR of the Company or a person having a delegated authority in this regard. The Arbitration/ Conciliation shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended from time to time. The venue of Arbitration/ Conciliation shall be at Delhi. The proceedings shall be conducted and the award shall be rendered in English Language only. The cost of the proceedings including attorney's fees and expenses shall be borne equally. The arbitration shall be subject to exclusive jurisdiction of Delhi Courts.

19. ACKNOWLEDGMENTS OF COMPANY PROPERTY/ARTICLES

You will be provided Company assets viz laptop, data card, mobile handset, tool kit , key or any other property/article to carry out your day to day operations and execute a separate acknowledgement receipt to this effect. You shall be lawful custodian of such Company accessories/properties handed over to you during the course of employment and upkeep the said Company property in proper useable condition, In case of any damage or theft you will immediately or within reasonable time report to concerned person in Company. Further at the time of separation by whatsoever reason, you shall deposit all Company property to concerned department or your reporting manager. In case of failure or non-deposit of Company property, Company will have right to recover the same from you or adjust from your payables, the amount equivalent to the cost of such property/article without prejudice to exercising other legal rights and remedies available with the Company for recovery of remainder of dues.

20. VERIFICATION

Your employment will be further subject to the correctness of the information provided by you and verification of your credentials, testimonials and other particulars provided by you at the time of your applying for the job. This verification shall be conducted prior to your joining the Company. However, in case at any stage, if it is found that any information provided by you is false or misleading or any material information has been suppressed, then notwithstanding the fact that you have joined the Company upon selection, you will lose lien on your employment and shall be liable to be discharged forthwith.

Please sign the duplicate copy of this letter, and annexures, as a token of acceptance.

We will be proud to have you as member of our team to enable us in maintaining the leadership status of Ericsson, globally.

ANNEXURE – 1B

This is a summary of working hours, leave and holidays, Retiral benefits as may be applicable from time to time including some of the benefits & entitlements. These are subject to change as per applicable laws and/or at Company's discretion. In case of any clarification please contact Human Resources at your location.

WORKING HOURS

Being an IT/ ITES Company we operate 24x7, The general shift starts at 0800 hours and ends at 1700 hours Monday through Friday with half an hour lunch break. Depending upon the business requirements and exigencies of work you may be deputed in any shifts including night shift also or to any other office / work / project site in which case your working hours / shift working as may be prevalent at such places shall apply on you. You may be required to sign a consent form at the time of joining the Company.

LEAVE AND HOLIDAYS

As per the Company's policy you will be entitled to 12 days Casual Leave and 25 days of Privilege/ Earned Leaves. These will be pro-rated in case you join any time during the year. The Company also provides 12 festival / public holidays including national holidays, which are announced in advance every year. The holidays vary depending on the location of your job assignment.

PROVIDENT FUND

The Company and employee contribute equally to the PF account of the employee. However, the Company's contribution will be matching as per provisions of the EPF (Miscellaneous Provisions) Act, 1952 and schemes made there under You will have the option for deduction as voluntary contribution subject to limitations as may be in force from time to time.

GRATUITY

You will be eligible for Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

INSURANCE: - (GPAI)

The Company covers all employees under a 24-hour GPAI (Group Personal Accident Insurance) policy against any temporary/permanent disability or in the unfortunate event of death due to an accident of any nature at any place. The cost of this insurance is borne by the Company.

HOSPITALISATION INSURANCE

Ericsson has also taken an Insurance Policy to cover an employee, his/ her spouse and children for expenses incurred on their hospitalization. The amount of coverage depends on the terms of insurance policy applicable for that year.

LIFE COVER

The Company also covers employees under Life Insurance. This covers death due to causes other than accident.

CREDIT CARDS

The Company provides need based Corporate Credit Card to an employee to meet business expenses while on travel, etc. This card is to be used only for official expenses.

ANNEXURE – 1C

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Relieving letter from all previous Company's/ Resignation Acceptance letter.	√	√
Last Salary Slip/ Complete Compensation details [fixed + variable] (letter)	√	√
Matriculation (10th) Pass certificate	√	√
Senior Secondary (12th) Pass certificate	√	√
University Degree	√	√
Post-Graduation Degree (if any)	√	√
Other professional qualification and relevant certificate	√	√
Identity Proof – Passport or Driving License and PAN Card for Bank account opening	√	√
E-Aadhar Card	√	
Passport size photographs in all (03 No's)	√	
Medical Clearance/ Certificate from Company approved medical officer / hospital.	√	

Please ensure that all the above mentioned documents are produced at the time of joining. Inability to produce any of these documents could result in delay in joining the services of the Company and in some cases unusual delay may jeopardize the smooth working of the Company which may result in withdrawal of offer of appointment.

Type text here

ERICSSON

Date
2021-09-16

Reference
EGI/H-21:5584

ANNEXURE – 1D

PRE EMPLOYMENT HEALTH CHECK UP

PRE EMPLOYMENT HEALTH CHECK UP (For New joinees)

INVESTIGATIONS	
1.	Complete Haemogram (Hb, TLC, DLC, ESR)
2.	Blood Group & Rh Typing
3.	Blood Sugar (Fasting)
4.	Blood Urea
5.	Serum Creatinine
6.	HbsAg
7.	Urine Routine & Microscopy
8.	X-ray Chest
9.	ECG
10.	Vision testing & colour vision
11.	Physical Examination - Height, Weight, Blood Pressure etc.

Special Corporate Discounted Cost:-Rs.800/- per person.

Pre-Employment Medical Check-up can be done at **Apollo Clinics** across India.
Please refer the web link: **www.theapolloclinic.com**

You are requested to present the current page of the offer letter at the lab for investigations to be carried out as per the Ericsson agreement. Please make the payment and retain the original receipts for the reimbursement.

Kindly carry the original reports on the day of joining

ANNEXURE – 1E

(This annexure is valid only when agreed to by Ericsson)

Notice Pay Re-imbursement

1. Notice period payout shall be reimbursed subject to an agreement by the Ericsson HR appointing authority in writing.

2. The notice period reimbursement shall be paid out to you after your joining the Company and on production of original Full & Final receipts from your previous Company clearly indicating the deducted / recovered amount.

3. In case the Company has paid the shortfall in Notice Period pertaining to your previous employment to you or your previous employer you will be liable for recovery of Notice Period paid in case you leave the Company or your services are terminated before completion of one year of service from the date of your joining.

ERICSSON

Ericsson Confidential

Date
2021-12-22
Your Date

Reference
EGI/H-21:7934
Your Reference
Application/CV

Attending to this matter
NO/EGI/H Abhishek Kumar/RB

For your information

Ms. Pinki Singh

OFFER OF APPOINTMENT

Dear Pinki,

It was our pleasure to note your interest and having opportunity to professionally interact with you. Congratulations! Based on our discussions, we are pleased to inform you of your appointment in our organization on the following terms and conditions:

1.	**Designation**	**:**	**Associate Engineer Trainee**
2.	**Job Stage**	**:**	**3**
3.	**Date of Joining**	**:**	**On 2021-12-27 at Noida by 9:00 am**
4.	**Location of work**	**:**	**Noida**
5.	**Compensation**	**:**	**As detailed below**

TABLE 'A'

SALARY COMPONENTS		
Components	**Monthly INR**	**Annual INR**
Basic	16,875	202,500
HRA	10,125	121,500
Composite Allowance	6,257	75,084
Leave Travel Allowance	1,406	16,872
Total Fixed Salary	**34,663**	**415,956**

* Your Total Salary Compensation will be **Rupees Four Lakh Fifteen Thousand Nine Hundred Fifty Six Only.**

TABLE 'B'

RETIRAL BENEFITS (EMPLOYER SHARE)		
Components	**Monthly INR**	**Annual INR**
Provident Fund	2,025	24,300
Gratuity	812	9,744
Total Retiral	**2,837**	**34,044**

* Retiral Benefits shall be paid as per eligibility & applicability of law.

ERICSSON

Date
2021-12-22

Reference
EGI/H-21:7934

All entitlements given above are applicable after you have joined Ericsson. The entitlements are subject to Company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax provisions and other laws.

This Offer of Appointment is valid for 15 days from the date of this email. You are requested to confirm your acceptance by returning a signed printed copy of this email within the time period.

In case you fail to communicate your acceptance in writing within 15 days of the date of this email, the Offer shall stand revoked.

Please be advised that your appointment shall be effective from the date of your joining our organisation and subject to you conclusively completing all the formalities including a clear medical report from the Company approved medical, hospital / medical officer / laboratory and the joining report issued by the Company.

This offer is contingent upon a successful background verification of education, employment, Identity, global data base, and criminal check to be carried out by the company. This conditional offer can be rescinded by the company at its sole discretion based upon the data received after the verification is concluded. You agree that the Company reserves the right to do a background check anytime even during the course of your employment.

By signing this Offer of Appointment you are accepting all the Terms and Conditions set forth herein and as attached to this Offer of Appointment in various Annexures (Annexed herewith as Annexures 1A-1E).

We welcome you and look forward to your being a part of “Ericsson Family”

Yours sincerely,
For ERICSSON INDIA GLOBAL SERVICES PRIVATE LIMITED

Rajat Bajaj
Talent Acquisition

Accepted & Copy Received with all the Annexures
(Received with Annexure)
Date

(*This “Offer of Appointment” should be read in conjunction with Annexure 1A to 1E containing detailed terms and condition of employment*.)

ANNEXURE – 1A

Terms and Conditions of Employment

1. REPORTING / JOINING

Your Appointment shall be effective from your Date of Joining. Please note that this Offer of Appointment is provisional and is dependent on your being found medically fit in the Pre-employment medical check-up from a hospital/ Clinical Laboratory designated by the Company and fulfilling all the joining formalities.

Pre-Employment Medical Check-up: You are required to undergo a medical check-up as per arrangements made by the Company. The details are outlined in Annexure-1D. All expenses for this check-up will be borne by you. However, these expenses, not exceeding INR 1500/- may be claimed from the Company after your joining, on production of receipts/bills as the case may be.

In the event of you being found medically unfit to join the Company, this offer of appointment shall be automatically cancelled and the Company shall not be responsible for any consequences / loss / damages caused to you due to it.

2. PROBATION

You will be on probation for a period of 6 (Six) months from the Date of Joining. However, your probation period can be extended further at the sole discretion of the Company; if your performance / conduct are found to be unsatisfactory. You will continue to be on probation until confirmed in writing.

3. FULL TIME EMPLOYMENT

You shall, during your employment with the Company, devote your full time and attention to the Company's business entrusted to you and shall not engage yourself directly or indirectly, either honorary or otherwise, in any business or service, other than Company's business and service, unless prior written permission is obtained by you from the Company.

4. PLACE OF WORK

Your initial place of posting will be as mentioned in the Offer of Appointment. However, your services are transferable to any place within the country or abroad or to any of the Ericsson's associate/ sister concern or its subsidiary, whether are or as may be established or acquired later on, at the sole discretion of the Company. In case you are transferred to any other location, you will be governed by the terms and conditions of service applicable to the new place of posting / assignment including compensation, leave and holidays, working hours and other related policies.

NOTE

Salary Revision will depend at the sole discretion of the Company based on Company performance and your individual performance including factors like your efficiency, intelligence and regular attendance, sense of discipline, loyalty to Company and good behaviour.

5. RETIRAL BENEFITS / INSURANCE

In addition to Provident Fund and Gratuity payable as per statutory provisions , you will also be entitled to Medical Insurance & Group Personal Accident Insurance for Self as per the Company's policy as applicable and updated from time to time. *(Please refer Annexure -1B)*

6. TRAINING

The Company may send you to any other city or abroad or organize specific skill enhancement training relevant to your employment domestically

7. DATA CONSENT

By accepting this offer of appointment, you unconditionally consent to Company collecting, receiving, possessing, storing, dealing with, handling processing, transferring, displaying or communicating, whether by electronic means or manually, whether in India or outside India, any and all personal or other data (including without limitation copies of documents, medical records, bank account information, bio-metric information) that may be submitted by you in the course of your employment or may be generated in the course of your employment.

While the Company will take all reasonable care and precaution to ensure that no personal data pertaining to you is shared with third parties, except as may be required by law or in the routine course of the Company's business (e.g. with third party pay-roll management entities), the Company shall not in any manner be liable for the loss or theft of such data even if such loss or theft occurs on account of the negligence or with the connivance of any employee or agent of the Company.

You also agree that you shall not store any personal data on any Company property (including without limitation computer systems, telephones, e-mails, files or other storage). You specifically agree that any data stored on any Company property shall be deemed to belong to the Company and the Company may deal with or use the same in any manner it deems fit, including deleting any data

8. DATA PRIVACY

The Company requires that you shall observe Data Privacy as per Company's regulations/ policy, regarding the processing and protection of any personal information and/or data to which you may have access to in the course of your duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company immediately. In the event of any breach of the said undertaking, the Company shall be entitled to take such action against you as per the Company Rules and/or applicable law.

9. NON DISCLOSURE

Unless authorized in writing by the Company, you shall not divulge, communicate or pass on any information in any form, related to any aspect of the Company to anyone outside the Company.

You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

The expression "Confidential Information" refers to all and / or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

You agree that all Confidential Information is the exclusive property of the Company and you will be responsible and will take steps necessary to protect the Confidential Information. You agree that, during your employment and after your employment ends, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an Authorized officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession on cessation of your employment with the Company.

10. PROFESSIONAL ETHICS

You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. Please deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will be required to read, understand and acknowledge Ericsson's Code of Business Ethics (CoBE) and Non-Disclosure Agreement at the time of joining the Company.

You shall also maintain utmost dignity in your behaviour and conduct while dealing with the employees, vendors and visitors of the Company including persons directly or indirectly associated with the Company in any manner.

11. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The Company foresees that you may create or develop intellectual property in the course of your employment and agree that in this respect you have a special responsibility to further the interests of the Company.

You agree that you shall disclose forthwith in detail any intellectual property created by you (whether or not created or developed on the Company premises or in normal working hours) in the course of your employment or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in it or in connection with it and such intellectual property shall belong to and be the absolute property of the Company. You agree to record any intellectual property invented, created or developed or acquired in the course of your employment (whether alone or jointly with any other person) in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that intellectual property. For the avoidance of any doubt, "intellectual property" includes patents, designs, trademarks, service marks, trade names, logos, get up, domain names, copyright (including rights in computer software, architectural drawings and plans), design rights, database rights, rights in performances, moral rights, confidential information, know-how and any other similar rights anywhere in the world, whether registered or not and including any applications for registration.

You will undertake to execute all such applications or documents as may be required by the Company for legally effecting and recording the assignment made herein, whether during or subsequent to your employment with the Company.

For the removal of doubts, you confirm that you have no intellectual property other than that disclosed by you at the time of acceptance of this offer of Appointment.

The obligations contained above shall survive the termination/expiry of your employment with the Company.

You further herby undertake that all works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of employment with the Company, with your involvement shall be the property of the Company. The copyright and ownership for such works shall be with the Company and you will not have any claims on the same of any nature whatsoever. You will not do anything in conflict with the Company's right in intellectual property and will co-operate fully to protect Intellectual Property against misappropriation or infringement by any third party.

12. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY

You agree that during your employment and after your employment with the Company ends for whatever the reason may be, you will not, directly or indirectly, aid, solicit or induce any employee, officer or director of the Company to leave the Company for employment or other relationship with any other entity that is involved in any aspect of the business of the Company.

13. COMPANY POLICIES

You agree that as part of your job responsibility, you will follow the guidelines, standards, rules, policies, procedures, directives and practices of the Company prevailing from time to time. You agree that the Company may change any of its guidelines, standards, rules, policies, procedures, directives and practices from time to time, and that such change will apply to your job responsibility and be binding on you. Such changes may affect or result in a modification of the terms and conditions governing your employment which is set out in this letter or elsewhere, and you shall be bound by such changes as permitted by the law.

For the avoidance of any doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Offer Letter shall be read subject to such legal obligations.

You warrant that you are under no contractual duty or obligation arising from any other contracts which you may have entered into which restrain you, for whatever reasons, from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or are in conflict with your duties and obligations under this Offer Letter.

Kindly note, any action of yours in contravention to this shall render you liable for termination with immediate effect.

14. ABANDONMENT

Unauthorized/ Unsanctioned absence from work shall invite action as per the Company disciplinary policy.

15. RETIREMENT

You will retire in the normal course, from the services of the Company on attaining the age of superannuation that is, on the day following your 60th birthday. However the Company will relieve you on the last day of that calendar month. The age of retirement is subject to your health condition and you being medically fit to perform duties assigned to you during your course of employment with us.

16. RECOVERY OF EXPENSES INCURRED ON YOUR RELOCATION

All the expenses incurred on your relocation at the time of joining, as covered under the Company policy will be recovered in full in case you leave the Company or your services are terminated before completion of one year of service from your date of joining. You hereby further authorize the Company to recover the said amount by deducting and/or adjusting the same from the amount payable to you by the Company on cessation of your employment and in case of shortfall, if any, the same will be recovered from you.

17. TERMINATION

This Offer of Appointment can be terminated by either side, by giving one month's notice during the probation period or three months' notice after confirmation or basic salary in lieu of the notice period. Prior to leaving the Company, you will

ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your manager/in charge/superior.

Notwithstanding the above, the Company shall be entitled to terminate your employment immediately and without notice (or any payment in lieu of notice) in any of the following events:

a) If you commit any serious or persistent breach of any of your obligations under the terms of your employment;
b) If you commit any act of indiscipline or a serious misconduct or do any act, deed or thing which reflects negatively on the reputation of the Company (or its parent or affiliate);
c) If you commit any breach of the Company's policies or were found non-compliant with any of the guidelines, instructions, standards, rules, codes and practices of the Company prevailing from time to time;
d) If you commit any criminal or other offence or are guilty of any conduct which, in the opinion of the management adversely affects the reputation or interests of the Company;
e) If you fail to comply with health and safety regulations of the Company;
f) If you falsify your identity; or provide any falsified or forged certificates or other documents; or misrepresent your academic and/or professional qualifications, experience etc.;
g) Misuse of Company asset including corporate credit card.

MODE & ADDRESS FOR COMMUNICATION

Any notice, memo or other communication required or permitted hereunder this Offer of Appointment, either by you or the Company shall be effective & shall be deemed to be received. Any communication sought to be delivered will amount to insubordination if there is any refusal to receive:

a) Upon delivery when delivered by hand
b) Upon delivery, if sent by an express courier / speed post / e-mail on your last recorded address with the Company backed up by a reliable/ tracking delivery system, if in place, to the address mentioned hereunder.
c) Upon communication by SMS sent on the mobile contact number provided by you or the Company.

NOTE

It shall be your duty to intimate in writing to the Company whenever there is any change of your address. In the event of non-communication in any change of address, any communication sent to you at your address last recorded with the Company shall be deemed to be sufficient service. Also you will not refuse to accept any communication as offered to you for personal delivery.

18. ARBITRATION & CONCILIATION

All disputes arising out of or in connection with the employment of this Offer of Appointment Letter shall be settled, if possible by amicable negotiation between you and the Company. If the matter is not resolved by amicable negotiations within 30 business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to Arbitration/ Conciliation before the sole Arbitrator or Conciliation Officer appointed by the Head HR of the Company or a person having a delegated authority in this regard. The Arbitration/ Conciliation shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended from time to time. The venue of Arbitration/ Conciliation shall be at Delhi. The proceedings shall be conducted and the award shall be rendered in English Language only. The cost of the proceedings including attorney's fees and expenses shall be borne equally. The arbitration shall be subject to exclusive jurisdiction of Delhi Courts.

19. ACKNOWLEDGMENTS OF COMPANY PROPERTY/ARTICLES

You will be provided Company assets viz laptop, data card, mobile handset, tool kit , key or any other property/article to carry out your day to day operations and execute a separate acknowledgement receipt to this effect. You shall be lawful custodian of such Company accessories/properties handed over to you during the course of employment and upkeep the said Company property in proper useable condition, In case of any damage or theft you will immediately or within reasonable time report to concerned person in Company. Further at the time of separation by whatsoever reason, you shall deposit all Company property to concerned department or your reporting manager. In case of failure or non-deposit of Company property, Company will have right to recover the same from you or adjust from your payables, the amount equivalent to the cost of such property/article without prejudice to exercising other legal rights and remedies available with the Company for recovery of remainder of dues.

20. VERIFICATION

Your employment will be further subject to the correctness of the information provided by you and verification of your credentials, testimonials and other particulars provided by you at the time of your applying for the job. This verification shall be conducted prior to your joining the Company. However, in case at any stage, if it is found that any information provided by you is false or misleading or any material information has been suppressed, then notwithstanding the fact that you have joined the Company upon selection, you will lose lien on your employment and shall be liable to be discharged forthwith.

Please sign the duplicate copy of this letter, and annexures, as a token of acceptance.

We will be proud to have you as member of our team to enable us in maintaining the leadership status of Ericsson, globally.

ANNEXURE – 1B

This is a summary of working hours, leave and holidays, Retiral benefits as may be applicable from time to time including some of the benefits & entitlements. These are subject to change as per applicable laws and/or at Company's discretion. In case of any clarification please contact Human Resources at your location.

WORKING HOURS

Being an IT/ ITES Company we operate 24x7, The general shift starts at 0800 hours and ends at 1700 hours Monday through Friday with half an hour lunch break. Depending upon the business requirements and exigencies of work you may be deputed in any shifts including night shift also or to any other office / work / project site in which case your working hours / shift working as may be prevalent at such places shall apply on you. You may be required to sign a consent form at the time of joining the Company.

LEAVE AND HOLIDAYS

As per the Company's policy you will be entitled to 12 days Casual Leave and 25 days of Privilege/ Earned Leaves. These will be pro-rated in case you join any time during the year. The Company also provides 12 festival / public holidays including national holidays, which are announced in advance every year. The holidays vary depending on the location of your job assignment.

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The Company and employee contribute equally to the PF account of the employee. However, the Company's contribution will be matching as per provisions of the EPF (Miscellaneous Provisions) Act, 1952 and schemes made there under You will have the option for deduction as voluntary contribution subject to limitations as may be in force from time to time.

GRATUITY

You will be eligible for Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

INSURANCE: - (GPAI)

The Company covers all employees under a 24-hour GPAI (Group Personal Accident Insurance) policy against any temporary/permanent disability or in the unfortunate event of death due to an accident of any nature at any place. The cost of this insurance is borne by the Company.

HOSPITALISATION INSURANCE

Ericsson has also taken an Insurance Policy to cover an employee, his/ her spouse and children for expenses incurred on their hospitalization. The amount of coverage depends on the terms of insurance policy applicable for that year.

LIFE COVER

The Company also covers employees under Life Insurance. This covers death due to causes other than accident.

CREDIT CARDS

The Company provides need based Corporate Credit Card to an employee to meet business expenses while on travel, etc. This card is to be used only for official expenses.

ANNEXURE – 1C

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Relieving letter from all previous Company's/ Resignation Acceptance letter.	√	√
Last Salary Slip/ Complete Compensation details [fixed + variable] (letter)	√	√
Matriculation (10th) Pass certificate	√	√
Senior Secondary (12th) Pass certificate	√	√
University Degree	√	√
Post-Graduation Degree (if any)	√	√
Other professional qualification and relevant certificate	√	√
Identity Proof – Passport or Driving License and PAN Card for Bank account opening	√	√
E-Aadhar Card	√	
Aadhaar number is seeded and verified with the UAN	√	√
Passport size photographs in all (03 No's)	√	
Medical Clearance/ Certificate from Company approved medical officer / hospital.	√	

Please ensure that all the above mentioned documents are produced at the time of joining. Inability to produce any of these documents could result in delay in joining the services of the Company and in some cases unusual delay may jeopardize the smooth working of the Company which may result in withdrawal of offer of appointment.

ANNEXURE – 1D

PRE EMPLOYMENT HEALTH CHECK UP

PRE EMPLOYMENT HEALTH CHECK UP (For New joinees)

INVESTIGATIONS	
1.	Complete Haemogram (Hb, TLC, DLC, ESR)
2.	Blood Group & Rh Typing
3.	Blood Sugar (Fasting)
4.	Blood Urea
5.	Serum Creatinine
6.	HbsAg
7.	Urine Routine & Microscopy
8.	X-ray Chest
9.	ECG
10.	Vision testing & colour vision
11.	Physical Examination - Height, Weight, Blood Pressure etc.

Special Corporate Discounted Cost:-Rs.800/- per person.

Pre-Employment Medical Check-up can be done at **Apollo Clinics** across India.
Please refer the web link: **www.theapolloclinic.com**

You are requested to present the current page of the offer letter at the lab for investigations to be carried out as per the Ericsson agreement. Please make the payment and retain the original receipts for the reimbursement.

Kindly carry the original reports on the day of joining

ANNEXURE – 1E

(This annexure is valid only when agreed to by Ericsson)

Notice Pay Re-imbursement

1. Notice period payout shall be reimbursed subject to an agreement by the Ericsson HR appointing authority in writing.

2. The notice period reimbursement shall be paid out to you after your joining the Company and on production of original Full & Final receipts from your previous Company clearly indicating the deducted / recovered amount.

3. In case the Company has paid the shortfall in Notice Period pertaining to your previous employment to you or your previous employer you will be liable for recovery of Notice Period paid in case you leave the Company or your services are terminated before completion of one year of service from the date of your joining.

ERICSSON

Ericsson Confidential

Date
2021-07-27
Your Date

Reference
EGI/H-21:4563
Your Reference
Application/CV

Attending to this matter
NO/EGI/H Abhishek Kumar/RB

For your information

Ms. Srishti Sharma

OFFER OF APPOINTMENT

Dear Srishti,

It was our pleasure to note your interest and having opportunity to professionally interact with you. Congratulations! Based on our discussions, we are pleased to inform you of your appointment in our organization on the following terms and conditions:

1.	**Designation**	:	**Associate Engineer Trainee**
2.	**Job Stage**	:	**3**
3.	**Date of Joining**	:	**On 2021-08-02 at Bangalore by 9:00 am**
4.	**Location of work**	:	**Bangalore**
5.	**Compensation**	:	**As detailed below**

TABLE 'A'

SALARY COMPONENTS		
Components	**Monthly INR**	**Annual INR**
Basic	15,000	180,000
HRA	9,000	108,000
Composite Allowance	3,478	41,736
Leave Travel Allowance	1,250	15,000
Total Fixed Salary	**28,728**	**344,736**

* Your Total Salary Compensation will be **Rupees Three Lakh Fourty Four Thousand Seven Hundred Thirty Six Only.**

TABLE 'B'

RETIRAL BENEFITS (EMPLOYER SHARE)		
Components	**Monthly INR**	**Annual INR**
Provident Fund	1,800	21,600
Gratuity	722	8,664
Total Retiral	**2,522**	**30,264**

ERICSSON

Ericsson Confidential

Date
2021-10-22
Your Date

Reference
EGI/H-21:6651
Your Reference
Application/CV

Attending to this matter
NO/EGI/H Abhishek Kumar/RB

For your information

Ms. Vidisha Agarwal

OFFER OF APPOINTMENT

Dear Vidisha,

It was our pleasure to note your interest and having opportunity to professionally interact with you. Congratulations! Based on our discussions, we are pleased to inform you of your appointment in our organization on the following terms and conditions:

1.	**Designation**	**:**	**Associate Engineer Trainee**
2.	**Job Stage**	**:**	**3**
3.	**Date of Joining**	**:**	**On 2021-11-08 at Noida by 9:00 am**
4.	**Location of work**	**:**	**Noida**
5.	**Compensation**	**:**	**As detailed below**

TABLE 'A'

SALARY COMPONENTS		
Components	**Monthly INR**	**Annual INR**
Basic	15,000	180,000
HRA	9,000	108,000
Composite Allowance	3,478	41,736
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TABLE 'B'

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Provident Fund	1,800	21,600
Gratuity	722	8,664
Total Retiral	**2,522**	**30,264**

Ericsson India Global Services Private Limited
Knowledge Boulevard,
A-8A, Sector 62A. NOIDA
INDIA - 201 309
www.ericsson.co.in / www.ericsson.com

CIN : U72200DL2010PTC204192
Tel: + 91 120 3029200
Tel: + 91 120 4256000
Fax: + 91 120 3029135

Registered Office
4th Floor, Dakha House
18/17, W.E.A., Pusa Lane,
Karol Bagh,
New Delhi 110 005 INDIA

ERICSSON

Date
2021-10-22

Reference
EGI/H-21:6651

All entitlements given above are applicable after you have joined Ericsson. The entitlements are subject to Company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax provisions and other laws.

This Offer of Appointment is valid for 15 days from the date of this email. You are requested to confirm your acceptance by returning a signed printed copy of this email within the time period.

In case you fail to communicate your acceptance in writing within 15 days of the date of this email, the Offer shall stand revoked.

Please be advised that your appointment shall be effective from the date of your joining our organisation and subject to you conclusively completing all the formalities including a clear medical report from the Company approved medical, hospital / medical officer / laboratory and the joining report issued by the Company.

This offer is contingent upon a successful background verification of education, employment, Identity, global data base, and criminal check to be carried out by the company. This conditional offer can be rescinded by the company at its sole discretion based upon the data received after the verification is concluded. You agree that the Company reserves the right to do a background check anytime even during the course of your employment.

By signing this Offer of Appointment you are accepting all the Terms and Conditions set forth herein and as attached to this Offer of Appointment in various Annexures (Annexed herewith as Annexures 1A-1E).

We welcome you and look forward to your being a part of “Ericsson Family”

Yours sincerely,
For ERICSSON INDIA GLOBAL SERVICES PRIVATE LIMITED

Rajat Bajaj
Talent Acquisition

Accepted & Copy Received with all the Annexures
(Received with Annexure)
Date

(*This “Offer of Appointment” should be read in conjunction with Annexure 1A to 1E containing detailed terms and condition of employment*.)

ANNEXURE – 1A

Terms and Conditions of Employment

1. REPORTING / JOINING

Your Appointment shall be effective from your Date of Joining. Please note that this Offer of Appointment is provisional and is dependent on your being found medically fit in the Pre-employment medical check-up from a hospital/ Clinical Laboratory designated by the Company and fulfilling all the joining formalities.

Pre-Employment Medical Check-up: You are required to undergo a medical check-up as per arrangements made by the Company. The details are outlined in Annexure-1D. All expenses for this check-up will be borne by you. However, these expenses, not exceeding INR 1500/- may be claimed from the Company after your joining, on production of receipts/bills as the case may be.

In the event of you being found medically unfit to join the Company, this offer of appointment shall be automatically cancelled and the Company shall not be responsible for any consequences / loss / damages caused to you due to it.

2. PROBATION

You will be on probation for a period of 6 (Six) months from the Date of Joining. However, your probation period can be extended further at the sole discretion of the Company; if your performance / conduct are found to be unsatisfactory. You will continue to be on probation until confirmed in writing.

3. FULL TIME EMPLOYMENT

You shall, during your employment with the Company, devote your full time and attention to the Company's business entrusted to you and shall not engage yourself directly or indirectly, either honorary or otherwise, in any business or service, other than Company's business and service, unless prior written permission is obtained by you from the Company.

4. PLACE OF WORK

Your initial place of posting will be as mentioned in the Offer of Appointment. However, your services are transferable to any place within the country or abroad or to any of the Ericsson's associate/ sister concern or its subsidiary, whether are or as may be established or acquired later on, at the sole discretion of the Company. In case you are transferred to any other location, you will be governed by the terms and conditions of service applicable to the new place of posting / assignment including compensation, leave and holidays, working hours and other related policies.

NOTE

Salary Revision will depend at the sole discretion of the Company based on Company performance and your individual performance including factors like your efficiency, intelligence and regular attendance, sense of discipline, loyalty to Company and good behaviour.

5. RETIRAL BENEFITS / INSURANCE

In addition to Provident Fund and Gratuity payable as per statutory provisions , you will also be entitled to Medical Insurance & Group Personal Accident Insurance for Self as per the Company's policy as applicable and updated from time to time. *(Please refer Annexure -1B)*

6. TRAINING

The Company may send you to any other city or abroad or organize specific skill enhancement training relevant to your employment domestically

7. DATA CONSENT

By accepting this offer of appointment, you unconditionally consent to Company collecting, receiving, possessing, storing, dealing with, handling processing, transferring, displaying or communicating, whether by electronic means or manually, whether in India or outside India, any and all personal or other data (including without limitation copies of documents, medical records, bank account information, bio-metric information) that may be submitted by you in the course of your employment or may be generated in the course of your employment.

While the Company will take all reasonable care and precaution to ensure that no personal data pertaining to you is shared with third parties, except as may be required by law or in the routine course of the Company's business (e.g. with third party pay-roll management entities), the Company shall not in any manner be liable for the loss or theft of such data even if such loss or theft occurs on account of the negligence or with the connivance of any employee or agent of the Company.

You also agree that you shall not store any personal data on any Company property (including without limitation computer systems, telephones, e-mails, files or other storage). You specifically agree that any data stored on any Company property shall be deemed to belong to the Company and the Company may deal with or use the same in any manner it deems fit, including deleting any data

8. DATA PRIVACY

The Company requires that you shall observe Data Privacy as per Company's regulations/ policy, regarding the processing and protection of any personal information and/or data to which you may have access to in the course of your duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company immediately. In the event of any breach of the said undertaking, the Company shall be entitled to take such action against you as per the Company Rules and/or applicable law.

9. NON DISCLOSURE

Unless authorized in writing by the Company, you shall not divulge, communicate or pass on any information in any form, related to any aspect of the Company to anyone outside the Company.

You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

The expression "Confidential Information" refers to all and / or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

You agree that all Confidential Information is the exclusive property of the Company and you will be responsible and will take steps necessary to protect the Confidential Information. You agree that, during your employment and after your employment ends, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an Authorized officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession on cessation of your employment with the Company.

10. PROFESSIONAL ETHICS

You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. Please deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will be required to read, understand and acknowledge Ericsson's Code of Business Ethics (CoBE) and Non-Disclosure Agreement at the time of joining the Company.

You shall also maintain utmost dignity in your behaviour and conduct while dealing with the employees, vendors and visitors of the Company including persons directly or indirectly associated with the Company in any manner.

11. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The Company foresees that you may create or develop intellectual property in the course of your employment and agree that in this respect you have a special responsibility to further the interests of the Company.

You agree that you shall disclose forthwith in detail any intellectual property created by you (whether or not created or developed on the Company premises or in normal working hours) in the course of your employment or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in it or in connection with it and such intellectual property shall belong to and be the absolute property of the Company. You agree to record any intellectual property invented, created or developed or acquired in the course of your employment (whether alone or jointly with any other person) in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that intellectual property. For the avoidance of any doubt, "intellectual property" includes patents, designs, trademarks, service marks, trade names, logos, get up, domain names, copyright (including rights in computer software, architectural drawings and plans), design rights, database rights, rights in performances, moral rights, confidential information, know-how and any other similar rights anywhere in the world, whether registered or not and including any applications for registration.

You will undertake to execute all such applications or documents as may be required by the Company for legally effecting and recording the assignment made herein, whether during or subsequent to your employment with the Company.

For the removal of doubts, you confirm that you have no intellectual property other than that disclosed by you at the time of acceptance of this offer of Appointment.

The obligations contained above shall survive the termination/expiry of your employment with the Company.

You further herby undertake that all works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of employment with the Company, with your involvement shall be the property of the Company. The copyright and ownership for such works shall be with the Company and you will not have any claims on the same of any nature whatsoever. You will not do anything in conflict with the Company's right in intellectual property and will co-operate fully to protect Intellectual Property against misappropriation or infringement by any third party.

12. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY

You agree that during your employment and after your employment with the Company ends for whatever the reason may be, you will not, directly or indirectly, aid, solicit or induce any employee, officer or director of the Company to leave the Company for employment or other relationship with any other entity that is involved in any aspect of the business of the Company.

13. COMPANY POLICIES

You agree that as part of your job responsibility, you will follow the guidelines, standards, rules, policies, procedures, directives and practices of the Company prevailing from time to time. You agree that the Company may change any of its guidelines, standards, rules, policies, procedures, directives and practices from time to time, and that such change will apply to your job responsibility and be binding on you. Such changes may affect or result in a modification of the terms and conditions governing your employment which is set out in this letter or elsewhere, and you shall be bound by such changes as permitted by the law.

For the avoidance of any doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Offer Letter shall be read subject to such legal obligations.

You warrant that you are under no contractual duty or obligation arising from any other contracts which you may have entered into which restrain you, for whatever reasons, from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or are in conflict with your duties and obligations under this Offer Letter.

Kindly note, any action of yours in contravention to this shall render you liable for termination with immediate effect.

14. ABANDONMENT

Unauthorized/ Unsanctioned absence from work shall invite action as per the Company disciplinary policy.

15. RETIREMENT

You will retire in the normal course, from the services of the Company on attaining the age of superannuation that is, on the day following your 60th birthday. However the Company will relieve you on the last day of that calendar month. The age of retirement is subject to your health condition and you being medically fit to perform duties assigned to you during your course of employment with us.

16. RECOVERY OF EXPENSES INCURRED ON YOUR RELOCATION

All the expenses incurred on your relocation at the time of joining, as covered under the Company policy will be recovered in full in case you leave the Company or your services are terminated before completion of one year of service from your date of joining. You hereby further authorize the Company to recover the said amount by deducting and/or adjusting the same from the amount payable to you by the Company on cessation of your employment and in case of shortfall, if any, the same will be recovered from you.

17. TERMINATION

This Offer of Appointment can be terminated by either side, by giving one month's notice during the probation period or three months' notice after confirmation or basic salary in lieu of the notice period. Prior to leaving the Company, you will ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your manager/in charge/superior.

Notwithstanding the above, the Company shall be entitled to terminate your employment immediately and without notice (or any payment in lieu of notice) in any of the following events:

a) If you commit any serious or persistent breach of any of your obligations under the terms of your employment;
b) If you commit any act of indiscipline or a serious misconduct or do any act, deed or thing which reflects negatively on the reputation of the Company (or its parent or affiliate);
c) If you commit any breach of the Company's policies or were found non-compliant with any of the guidelines, instructions, standards, rules, codes and practices of the Company prevailing from time to time;
d) If you commit any criminal or other offence or are guilty of any conduct which, in the opinion of the management adversely affects the reputation or interests of the Company;
e) If you fail to comply with health and safety regulations of the Company;
f) If you falsify your identity; or provide any falsified or forged certificates or other documents; or misrepresent your academic and/or professional qualifications, experience etc.;
g) Misuse of Company asset including corporate credit card.

MODE & ADDRESS FOR COMMUNICATION

Any notice, memo or other communication required or permitted hereunder this Offer of Appointment, either by you or the Company shall be effective & shall be deemed to be received. Any communication sought to be delivered will amount to insubordination if there is any refusal to receive:

a) Upon delivery when delivered by hand
b) Upon delivery, if sent by an express courier / speed post / e-mail on your last recorded address with the Company backed up by a reliable/ tracking delivery system, if in place, to the address mentioned hereunder.
c) Upon communication by SMS sent on the mobile contact number provided by you or the Company.

NOTE

It shall be your duty to intimate in writing to the Company whenever there is any change of your address. In the event of non-communication in any change of address, any communication sent to you at your address last recorded with the Company shall be deemed to be sufficient service. Also you will not refuse to accept any communication as offered to you for personal delivery.

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19. ACKNOWLEDGMENTS OF COMPANY PROPERTY/ARTICLES

You will be provided Company assets viz laptop, data card, mobile handset, tool kit , key or any other property/article to carry out your day to day operations and execute a separate acknowledgement receipt to this effect. You shall be lawful custodian of such Company accessories/properties handed over to you during the course of employment and upkeep the said Company property in proper useable condition, In case of any damage or theft you will immediately or within reasonable time report to concerned person in Company. Further at the time of separation by whatsoever reason, you shall deposit all Company property to concerned department or your reporting manager. In case of failure or non-deposit of Company property, Company will have right to recover the same from you or adjust from your payables, the amount equivalent to the cost of such property/article without prejudice to exercising other legal rights and remedies available with the Company for recovery of remainder of dues.

20. VERIFICATION

Your employment will be further subject to the correctness of the information provided by you and verification of your credentials, testimonials and other particulars provided by you at the time of your applying for the job. This verification shall be conducted prior to your joining the Company. However, in case at any stage, if it is found that any information provided by you is false or misleading or any material information has been suppressed, then notwithstanding the fact that you have joined the Company upon selection, you will lose lien on your employment and shall be liable to be discharged forthwith.

Please sign the duplicate copy of this letter, and annexures, as a token of acceptance.

We will be proud to have you as member of our team to enable us in maintaining the leadership status of Ericsson, globally.

ANNEXURE – 1B

This is a summary of working hours, leave and holidays, Retiral benefits as may be applicable from time to time including some of the benefits & entitlements. These are subject to change as per applicable laws and/or at Company's discretion. In case of any clarification please contact Human Resources at your location.

WORKING HOURS

Being an IT/ ITES Company we operate 24x7, The general shift starts at 0800 hours and ends at 1700 hours Monday through Friday with half an hour lunch break. Depending upon the business requirements and exigencies of work you may be deputed in any shifts including night shift also or to any other office / work / project site in which case your working hours / shift working as may be prevalent at such places shall apply on you. You may be required to sign a consent form at the time of joining the Company.

LEAVE AND HOLIDAYS

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The Company and employee contribute equally to the PF account of the employee. However, the Company's contribution will be matching as per provisions of the EPF (Miscellaneous Provisions) Act, 1952 and schemes made there under You will have the option for deduction as voluntary contribution subject to limitations as may be in force from time to time.

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You will be eligible for Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

INSURANCE: - (GPAI)

The Company covers all employees under a 24-hour GPAI (Group Personal Accident Insurance) policy against any temporary/permanent disability or in the unfortunate event of death due to an accident of any nature at any place. The cost of this insurance is borne by the Company.

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Ericsson has also taken an Insurance Policy to cover an employee, his/ her spouse and children for expenses incurred on their hospitalization. The amount of coverage depends on the terms of insurance policy applicable for that year.

LIFE COVER

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CREDIT CARDS

The Company provides need based Corporate Credit Card to an employee to meet business expenses while on travel, etc. This card is to be used only for official expenses.

ANNEXURE – 1C

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Relieving letter from all previous Company's/ Resignation Acceptance letter.	√	√
Last Salary Slip/ Complete Compensation details [fixed + variable] (letter)	√	√
Matriculation (10th) Pass certificate	√	√
Senior Secondary (12th) Pass certificate	√	√
University Degree	√	√
Post-Graduation Degree (if any)	√	√
Other professional qualification and relevant certificate	√	√
Identity Proof – Passport or Driving License and PAN Card for Bank account opening	√	√
E-Aadhar Card	√	
Passport size photographs in all (03 No's)	√	
Medical Clearance/ Certificate from Company approved medical officer / hospital.	√	

Please ensure that all the above mentioned documents are produced at the time of joining. Inability to produce any of these documents could result in delay in joining the services of the Company and in some cases unusual delay may jeopardize the smooth working of the Company which may result in withdrawal of offer of appointment.

ERICSSON

Date
2021-10-22

Reference
EGI/H-21:6651

ANNEXURE – 1D

PRE EMPLOYMENT HEALTH CHECK UP

PRE EMPLOYMENT HEALTH CHECK UP (For New joinees)

INVESTIGATIONS	
1.	Complete Haemogram (Hb, TLC, DLC, ESR)
2.	Blood Group & Rh Typing
3.	Blood Sugar (Fasting)
4.	Blood Urea
5.	Serum Creatinine
6.	HbsAg
7.	Urine Routine & Microscopy
8.	X-ray Chest
9.	ECG
10.	Vision testing & colour vision
11.	Physical Examination - Height, Weight, Blood Pressure etc.

Special Corporate Discounted Cost:-Rs.800/- per person.

Pre-Employment Medical Check-up can be done at **Apollo Clinics** across India.
Please refer the web link: **www.theapolloclinic.com**

You are requested to present the current page of the offer letter at the lab for investigations to be carried out as per the Ericsson agreement. Please make the payment and retain the original receipts for the reimbursement.

Kindly carry the original reports on the day of joining

ANNEXURE – 1E

(This annexure is valid only when agreed to by Ericsson)

Notice Pay Re-imbursement

1. Notice period payout shall be reimbursed subject to an agreement by the Ericsson HR appointing authority in writing.

2. The notice period reimbursement shall be paid out to you after your joining the Company and on production of original Full & Final receipts from your previous Company clearly indicating the deducted / recovered amount.

3. In case the Company has paid the shortfall in Notice Period pertaining to your previous employment to you or your previous employer you will be liable for recovery of Notice Period paid in case you leave the Company or your services are terminated before completion of one year of service from the date of your joining.

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03-Aug-2021

Ms. Ayushi Agarwal
Jaipur,

Dear **Ms. Ayushi Agarwal,**

Further to our offer and your acceptance thereof, we have pleasure in appointing you as **Software Development Engineer I** at **Bangalore** effective **09-Aug-2021.**

Your annual total base pay will be **INR 18,00,000 (Rupees Eighteen Lakh Only).** Your compensation is mentioned in the attached Annexure-I.

In addition to the above, you will be eligible for **10**% of your total base pay as an annual performance bonus as per the Bonus plan's terms and conditions. The company will review its overall performance and your individual performance and will determine your bonus, if any.

You will be awarded **48 Stock units** worth approximately (USD **9,077 Only**) under the Flipkart Stock Option Plan 2012 (FSOP 2012). You will receive the stock grant letter within 90 days from the day of joining the organization post completing the necessary formalities

Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and in a manner specified below for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Your employment may be terminated at the instance of either party only by giving to the other party **1** calendar months' prior written notice provided that the Company may if it shall so choose pay 1 months' prior written notice or salary in lieu thereof.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by Flipkart or an appropriate third party, and the results of such background checks being favorable in Flipkart's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by Flipkart. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are materially inconsistent with your obligations under this Agreement. In connection with your Employment, you shall

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not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the company that you have returned all property and confidential information belonging to any prior employer, other than confidential information that has become generally known to the public or within the relevant trade industry.

You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct. ("Associated Companies" shall mean and include any and every Company in which at least 25% in the aggregate of the Ordinary Share Capital is for the time being held by or in the beneficial ownership of the Company and/or any of its associated companies)

You shall not have any claim whatever against the Company or any of its Associated Companies for any extra service, unless for such payment (if any) as may have been expressly agreed to in writing prior to such services being rendered.

During the employment period, if you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

You shall not, during the continuance of this engagement, be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatever without the previous consent in writing of the Company, but shall devote your time, attention and abilities exclusively to the performance of your duties hereunder and shall in all respects obey and conform to the Company's orders and regulations, and well and faithfully serve the Company, and use best endeavors to promote the interests hereof, and of the business in which you shall for the time being be engaged. During such time as you may be engaged in connection with the business of any of the Associated Companies you shall at all times readily conform to obey and execute all lawful orders which may be issued to you by such Associated Company.

You shall not, unless directed by the company, either during the continuance of this engagement or thereafter disclose, divulge, or communicate to any person or persons whatsoever any information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the strategies, plans, methods, process, appliances, machinery or plant used by them, or by any of them or to any activities or experiments made by them, or any of them, or by any persons in their employ, or relating to the prices paid or charged by, or the customers or suppliers of the Company or its Associated Companies.

All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials. In performance of your duties and responsibilities you shall not use or infringe any intellectual Property or rights of the Company or of any other third party/s.

You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names

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of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

You shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) Compete: During the Employment Period and for a period of at least 6 (Six) months after the Employment Period, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company;

(b) Solicit Business: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase his product in lieu of Company's products and/or services, to any person, firm, corporation, institution or other entity in competition with the business of the Company;

(c) Solicit Personnel: During the Employment Period and for a period of at least two (2) years after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.

You acknowledge and agree that the compensation stated in Annexure I of this appointment letter is sufficient consideration for you to agree to non-compete and non-solicitation

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

You acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any

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violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against you as provided under laws.

You will have access to the employee portal which will have Company's Code of Conduct, Privacy Policy Guide, IT Usage Policy, Safety and Environment policy and other policies of the company. You are required to go through the same and understand them. You agree to abide by the principles set out in the document, breach of which, can have serious consequences including dismissal from service.

If you are at any time found to be guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your appointment. Unless in case of earlier termination of this appointment due to a plausible cause, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.

This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). Notwithstanding the above, in the event of a change in role, grades, promotions or other changes made in your employment and informed to you by the authorised officer of the Company, the applicable policies to such change in role, grades, promotion or other employment changes (for e.g. Notice Policy, Reimbursement Policy) shall apply to you from the effective date of such change. To that extent, such change in applicable policies will be considered an amendment of this Agreement and your continued employment will be constituted as agreement to applicable policies from time to time.

No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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If you agree to these terms and conditions, may we request you to sign the copy of this letter in token of your acceptance.

Yours sincerely,

For Flipkart Internet Private Limited

DocuSigned by:
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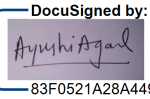
03 August 2021 | 5:27 IST
Ashish Jose
Director - People Operations

I accept the above terms and conditions and shall abide by them.

DocuSigned by:

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03 August 2021 | 10:56 IST

Name: **Ayushi Agarwal**

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Annexure I

Annexure I: Your Rewards Summary

Name : Ayushi Agarwal

City : Jaipur

Compensation Structure	INR Annually (in Lakhs)	
Total Base Pay (A)		18,00,000
Basic Salary	8,10,000	
House Rent Allowance	4,05,000	
Leave Travel Allowance	24,000	
Special Allowance	5,13,000	
Provident Fund (Employer's Contribution)	21,600	
Meal Allowance	26,400	
Performance Bonus (B)		1,80,000
Total Cash Compensation (C = A+B)		19,80,000
Benefits Cost (D)		65,961
Insurance Cost	27,000	
Gratuity	38,961	
Cost To Company (E = C + D)		20,45,961
Stocks (G)		6,78,037
Your Rewards (E + G)		27,23,998

Note:

- USD to INR conversion rate taken for the above computation: 1 USD = INR 74.7
- Employer's Contribution to Provident Fund (maximum 12% on 1,80,000/- of Basic Salary per annum)
- Gratuity is at 4.81% of your Basic Salary and its payable on separation, subject to completion of 5 years of service in the company with the prevailing acts.
- Performance bonus is paid as per the terms and conditions of the company bonus plan.
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by the employees.
- Relocation Allowance Upto 40,000 (on Actuals – Refer Benefits section for more details)

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Flipkart

Anti-Corruption Screening Form

(to be completed by in-scope applicants as defined in the Anti-Corruption HR Screening Plan, v.2020)

Notice to Applicants: The information collected herein is part of the application process, is being collected to determine if you have any conflicts of interest that may present a corruption risk or an appearance of improper influence for the position that you are applying for, and the Company reserves the right to ask for additional information beyond what is asked in this application. Furthermore, by completing this application, the applicant agrees that if subsequent developments cause the information reported herein to be no longer accurate or complete, the applicant will immediately notify the Company regarding a change in circumstances. By providing this information, the applicant certifies that the statements and information contained in this submittal are true, accurate, and complete. Any misrepresentation or concealment of information may result in the employment termination in accordance with market-specific policies.

The information collected on this form is used for recruiting and employment purposes.

1. Have you been employed by a Government Entity within the last two years, or are you currently employed by a Government Entity, or do you anticipate holding a government position/title within the next 12 months?

A Government Entity is any government department, agency, ministry, instrumentality, entity, political party, political campaign, state-owned enterprise, public international organization, recognized traditional or tribal council, or recognized traditional or royal family. In the case of political party candidacy or position, please state the office for which you are running or hold/held (ex. mayor), but do not identify the political party affiliation.

No

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Anti-Corruption Screening Form

(to be completed by in-scope applicants as defined in the Anti-Corruption HR Screening Plan, v.2020)

Notice to Applicants: The information collected herein is part of the application process, is being collected to determine if you have any conflicts of interest that may present a corruption risk or an appearance of improper influence for the position that you are applying for, and the Company reserves the right to ask for additional information beyond what is asked in this application. Furthermore, by completing this application, the applicant agrees that if subsequent developments cause the information reported herein to be no longer accurate or complete, the applicant will immediately notify the Company regarding a change in circumstances. By providing this information, the applicant certifies that the statements and information contained in this submittal are true, accurate, and complete. Any misrepresentation or concealment of information may result in the employment termination in accordance with market-specific policies.

The information collected on this form is used for recruiting and employment purposes.

2. Do you have any family members who are Government Officials or are employed by a Government Entity?

Family members include parents, children, siblings, spouses, and spousal equivalents. A Government Official is: (i) any officer or employee of a Government Entity; (ii) any person acting in an official capacity for or on behalf of a Government Entity; or (iii) any candidate for a public office position or any person acting in an official capacity for or on behalf of the candidate; or (iv) any officer or employee of a private bank.

No

Applicant Name : Ayushi Agarwal

Signature: DocuSigned by: Ayushi Agarwal 83F0521A28A4495...

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Ms. Ayushi Agarwal

Jaipur

Benefits @ Flipkart

Flipkart endeavors to provide benefit programs that are novel and are employee friendly by offering a comprehensive benefit program designed to meet the varying needs of our employees.

The benefits listed below apply to all permanent employees of Flipkart. Since this document is a summary of the benefits available, there may be additional terms, conditions, and limitations that apply. Please refer to the actual policy document for detailed guidelines.

Time Away from Work

"We encourage employees to take a break and come back rejuvenated, full of ideas and energy"

Annual Leave	Flipkart provides 20 days of leave per annum which provides the employee with the opportunity to rest and get away from the everyday routine.
Casual Leave	Flipkart provides 12 days of leave per annum designed to help the employee to attend to his/her personal tasks, or during illness.
National Holidays	Flipkart provides 10 days paid time off to employees so that they may celebrate festivals and holidays. Please refer the annual holiday list for a complete listing of specific days.
Optional Holidays	All Employees are eligible to choose 2 optional holidays from a list of identified regional holidays mentioned in the holiday list.
Special Leave	Employees are eligible for 1 special leave to celebrate birthday, anniversary of self and immediate family
Marriage Leave	Get 5 days of marriage leave, free up your time to plan and enjoy your wedding
Bereavement Leave	Unlimited bereavement leaves for loss of family member
Tenure Leave	Employees who complete 3, 5 ,7 or 10 years of service with Flipkart will be eligible for tenure leave of 3 days, 5 days, 7 days and 10 days respectively.

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Insurance Programs

"Flipkart offers the best healthcare coverage to all employees"

Medical Insurance

- Flipkart offers "Flexible medical insurance" plans, which allows employees to choose their options of benefits ranging from 3L to 60L for health insurance
- Each employee will get a fixed number of Flex points i.e. 26400 (for full year, new joiners will get prorated points)
- Using the flex points, an employee can purchase any benefit he/she desires
- If an employee chooses to opt for benefits that are exceeding the available flex points balance, he / she would need to purchase the benefits from his/her salary

Medical Insurance	Accidental Insurance	Life Insurance	Non- Insured Benefits
Choice over 20 plans	Cover – 5 times of CTC	Cover – 5 times of CTC	Membership/Subscription Fees
Additional 5 flex plus plans	Top up cover	Top up cover	Fees for personal trainer/sports coach
3 OPD plans + 3 Critical illness plans	Spouse Cover	Spouse Cover	Health Club memberships /Standalone fitness centres that offer activities like Zumba etc.

Personal Accident Insurance

The Personal Accident Insurance offers 5 times CTC coverage to employees in the event of accident related bodily injury or death. It covers accidental death, dismemberment, disabilities (total and partial), unfortunate incidents arising during the employment with Flipkart. Optional benefits are spouse cover and employee top up cover up to 3 times CTC coverage.

Life Insurance

The Life Insurance cover offers 5 times CTC sum insured to the nominee of an employee in an unfortunate event of his Death (both Natural and Accidental). Optional benefits are spouse cover and employee top up cover up to 3 times CTC coverage.

**The above employee insurance programs coverage is applicable from 10th June'20 to 9th June'21. Refer policy document for more details.*

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Wellness Programs

We believe that healthy employees are productive employees. We go a step further in extending this benefit to the family members of the employee.

Flipkart Wellness Program known as **'HarPal'**, strives to maintain a healthy workforce through prevention of occupational illnesses and promotion of good health in employees.

HarPal provides a range of wellness services and programs designed to support your personal health and wellbeing. The wellness benefits to all employees are at no additional cost, services varying from on-site doctor visits, onsite health camps, online portal which is accessible 24/7 offers medical advocacy services such as quick consultation, counselling, dietician services, nutrition counselling etc.

Our wellness program also includes the following components:

- Wellness newsletter
- Health risk assessments
- Health screening
- Blood donation camps
- Onsite Health Fairs
- Onsite Fitness classes
- Walkathon

Work life balance

Maternity Benefit Program	> Expecting women employees are entitled to 6 months of paid maternity leave. The leave can be taken starting 8 weeks before expected date of delivery > Post return to work women employees can avail flexible working hours for 4 months at full pay along with continuity on the same job > New mothers who require additional time off beyond the maternity leave but do not have enough leave balance may take unpaid leave of absence for up to 12 months and return to available jobs basis fitment at that point
Paternity Benefit Program	> Avail paternity leave up to 15 working days either before or after your baby is born. If you're taking them after the baby's birth, you can avail them anytime within the first nine months > Flexible working hours for 3 months (can be used either three months before or after the child's birth) > New fathers who require additional time off beyond the paternity leave but do not have enough leave balance may take unpaid leave of absence for up to 3 months along with continuity on the same job

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Career Break Policy

Employees who have completed a minimum tenure of 2 years in the organization can take 1 to 24 months of unpaid time away from work in order to balance their career with other commitments, responsibilities and interests. For detailed guidelines please refer to the policy document.

Adoption Assistance Program

> Women employees who are adopting a child under 12 months of age can avail the same leave benefits as under the maternity leave policy (i.e. up to 6 months paid leave + 4 months of flexible working hours)
> Women employees who are adopting a child over 12 months of age can avail up to 3 months paid leave and 4 months of flexible working hours
> Male employees who are adopting a child can avail up to 6 weeks of paid adoption leave (can be availed within the first six months). Adopting parents can also avail flexible working hours for 4 months after adopting a child
> Adopting parents who require additional time off beyond the adoption leave but do not have enough leave balance may take unpaid leave of absence for up to 3 months along with continuity on the same job
> To help offset the costs of the adoption process, Flipkart offers adopting parents INR 50,000 adoption allowance (one-time allowance) to use towards legal, agency, regulatory costs or any other expenses that may arise during the adoption process

Rewards and Recognition

Flipkart's recognitions programs are geared to motivate employees through a mix of informal and formal recognition, rewards for specific achievements and formal organizational reward programs.

Tenure Recognition

Employees are recognized for years of service through the Tenure Recognition Program. Employees receive awards for their 3, 5, 7 and 10 year anniversaries with Flipkart.

Tenure	Rewards
3 years	3 days of Tenure Leave Loyalty Plaque signed by CEO/COO Gift Vouchers worth 10,000
5 years	5 days of Tenure Leave Loyalty Plaque signed by CEO/COO Gift Vouchers worth 25,000
7 years	7 days of Tenure Leave Loyalty Plaque signed by CEO/COO Gift Vouchers worth 50,000
10 years	10 days of Tenure Leave Loyalty Plaque signed by CEO/COO Gift Vouchers worth 1,00,000

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Referral Bonus	Employees are eligible to participate in the employee referral program. If a candidate is hired from an employee referral for a full-time position, the referring employee is eligible for an award based on the position referred.

Other Employee Benefit Programs

Higher Education Assistance

The higher education assistance policy ("Policy") is designed to assist Flipkart employees in their professional development and in advancing their careers by encouraging voluntary academic studies.

- Flipkart Assisted (Full Time Programs): From institutes we hire management trainees and laterals from. Merit based differentiated pay-out, a percentage of the tuition fees for the course is reimbursable over 3 years in six bi-annual instalments. The eligible amount shall be a percentage of the tuition fees for the course based on 2 ratings prior to course commencement, subject to a maximum limit of INR 12,50,000

- Flipkart Assisted (Part Time Programs): Part time, weekend courses, certification programs, professional development courses in line with role. Employee eligibility is grade based and applicable reimbursement can be taken once in a block of two years

- Employee Funded: Full time professional courses from institutes we do not hire currently from. Employee is eligible for sabbatical assistance only and no financial support is provided

For detailed guidelines please refer to the policy document.

Broadband Reimbursement	Employee can reimburse their broadband bills up to a maximum of INR 1000 per month on actuals
Mobile Reimbursement	Employees using their mobile for business needs are eligible to reimburse their mobile bills up to a maximum of 1000 to 2500 per month on actuals based on the grade *For detailed guidelines please refer to the policy document*
Meal Allowance	Flipkart has a tie up with Paytm Food Wallet and offers the flexibility to its employees to use this for meals during working hours at the office cafeteria. Employees are eligible to receive INR 2200 per month towards Meal Allowance. The Meal Allowance that is paid to employees as part of the compensation structure is tax free in the hands of employees as per the provisions of Income Tax rules. For detailed guidelines please refer to the policy document.

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Relocation Support –

The employee is eligible for an overall Flex Relocation Reimbursement up to **Rs. 40,000**

1. **Inclusion** - The Flex Relocation Reimbursement can be used for the following-
   - one-time movement of household goods (to be arranged by the employee)
   - towards the payment of brokerage to find an apartment and towards the purchase of household goods (as mentioned in the policy guidelines section)

2. **Process** - Employees to pay by self, retaining the original receipts (rental agreement, in case non-availability of receipts towards payment of brokerage) and proof of online payment

   - Employees to pay by self, retaining the original receipts (rental agreement, in case non-availability of receipts towards payment of brokerage) and proof of online payment
   - All receipts will have to be submitted in **one go** within 6 months from joining date on Concur, failing which will lead to the rejection of the reimbursement claim.

   The University Relations team will share the list of eligible employees to the Accounts Payable team

3. **Compliance** - Forging of receipts or producing fake receipts and/or proof of online payment is strictly prohibited
   - Any household goods bought at a location other than the employee base location will not be covered
   - If caught, this shall be treated as a Code of Conduct violation and shall result in a strict disciplinary action

Relocation Support – Travel and Accommodation

Flipkart provides one-time travel and up to 15 days of accommodation for relocating employees. The travel and accommodation arrangements will be made by Flipkart only. In-case the total period of stay exceeds 15 days, then the entire cost incurred, including the initial 15 days will be a taxable perquisite in the hands of the employee as per the provisions of income tax act.

Budding Star Program-

Flipkart encourages employees to explore opportunities beyond work that help achieve success in their personal aspirations. This program extends financial support to enable Flipsters to participate at national level competitions and programs.

For detailed guidelines please refer to the policy document

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Car Lease Program	Employees are eligible for Car Lease program wherein a maximum of 20% of the base salary can be contributed towards car lease rental. Employee can avail 100% on road funding with zero down payments, comprehensive insurance cover, insurance disallowance, tax benefit (on rentals, fuel reimbursement and driver's salary) Please note that the claimed reimbursements are not above your salary; they are part of your salary. For detailed guidelines please refer to the policy document.
Salary Advance	To provide financial assistance to employees to meet their personal emergencies, Flipkart provides salary advance for pre-defined reasons as per the policy guidelines. All Employees shall be eligible to receive up to a maximum of 2 months of base salary as salary advance which will be recovered through payroll in 12 equal installments. For detailed guidelines please refer to the policy document.

Statutory Benefits

Provident Fund	Employee has an option to choose their provident fund contribution, INR 1800 per month or 12% of basic salary every month, which is fully tax exempt. The employer contribution will form a part of the base pay. A matching PF contribution would have to be made by the employee and would be deducted from the take home salary every month.
Gratuity	The gratuity is payable to all employees who complete five or more years of service at Flipkart. It is paid when an employee leaves the company. The basic salary for the purpose of calculation of gratuity will be the last basic salary drawn. The gratuity is equal to 15 days salary for each completed year of service. For the purpose of gratuity calculations, a month will be considered as 26 days.

Disclaimer:

Flipkart reserves the right to amend, supplement, or rescind any provisions of employee benefits as it deems appropriate, in its sole and absolute discretion. It is important to note that this handbook is only a summary of your benefits. It is not a legal document. If there is any discrepancy between the policy and this handbook, the policy will take priority. The benefit programs are subject to change at any time and the changes will be communicated to employees appropriately. This is a confidential document and is the sole property of Flipkart meant for internal circulation onl

January 28, 2021
Aditi Dudeja
Rajasthan

Registered Address:
Fractal Analytics Pvt. Ltd.
Level 7, Commerz II,
Oberoi Garden City,
Western Express Highway
Goregaon (E), Mumbai 400 063
Phone: +91 22 40675800
Fax: +91 22 40675809
CIN U72400MH2000PTC125369

Offer of Appointment

Dear Aditi,

We are delighted to offer you the position of **Imagineer (Band E).** The position is based out of **Gurgaon** and entails travel within and/or outside the country depending on project delivery requirements.

Your appointment is effective from the date of your joining which shall be [no later than/ on or before] **July 8, 2021**

People principles at Fractal

We believe that we are building a great organization, an institution that can stand the test of time, a place that is unusually honest, client and people focused, a place we can all be proud of having created. In our quest for excellence, we are governed by following people principle's in everything we do:

- We place extreme trust in one another.
- We believe in freedom - We respect the choices people make.
- We treat each other as we would like to be treated.
- Anyone can ask a straight question and expect a 100% honest answer.
- The content of our work is respectable no matter what it is-as long as the why and how are clear.
- Once a Fractalite, always a Fractalite.
- We hire for Fractal first and then for the appropriate role.

The overarching principle at Fractal is to do what's right for the client and Fractal. When in doubt, we choose client over Fractal, Fractal over any team within Fractal and any team in Fractal over self.

Pre-Boarding program

Fractal is offering you a pre-boarding program developed in partnership with our external learning partners. The objective of the program is to provide you a strong background in analytics before you join Fractal, thereby accelerating your learning. The program has been designed to help you learn key concepts required in Analytics.

The program has 100 hours of content and requires you to put in 12 weeks approx. You need to clear the pre-boarding program before you join us. You will shortly hear from our training team, Fractal Analytics Academy (FAA) and will also receive the program details from the external learning partners.

Fractal will bear the cost of entire program. However, if you are unable to join Fractal due to any reason and continue to be part of this program for 6+ weeks from the start date, Fractal will recover INR 40,000 from you.

In addition to pre-boarding, you will go through a comprehensive training program organized by FAA as part of Fractal onboarding process.

Other Terms and Conditions

1. Compensation

Your 3-year compensation is fixed at **INR 3100000**, break-up for the first year is **INR 750000** including a Performance Bonus of **INR 68182** and will be subject to statutory and other deductions as per company policies and practices**.** Break-up for second year is **INR 825000** including a Performance Bonus of **INR 75000** and will be subject to statutory and other deductions as per company policies and practices. Break-up for third year is **INR 925000** including a Performance Bonus of **INR 84091** and will be subject to statutory and other deductions as per company policies and practices.

You will be entitled to be considered for such Performance Bonus for a relevant financial year, provided (a) your Joining Date falls on or before December 31st of such financial year; and (b) on or prior to 31st March of such financial year, your employment has not been terminated as per Clause 11 (Termination) below. The details of your compensation break-up are provided in the attached Appendix – I.

2. Other Work

(a) This is a full time employment with the company. As an employee of the company you agree to devote your best efforts to further the best interests of the company. You shall devote yourself exclusively to the business and operations of the company. During your employment with the company, you will not, without the prior written approval from the HR department of the company, take up any other work, assignment or project for remuneration (part time or otherwise).

(b) Further, during your employment with the company, you will not, without the prior written approval from the HR department of the company, (i) take up any work, assignment or project on a pro bono basis (part time or otherwise) or (ii) work in an advisory capacity or (iii) author any book or article or other publication or conduct any training, workshop or presentation.

The approval under (a) or (b) shall be granted at the absolute discretion of the HR department and on a case to case basis.

(c) If such work or assignment or project under (b) above: (i) applies or involves or uses, in any manner and to any extent, the know how or trade secrets, other intellectual property rights or the proprietary or confidential information of the company, or (ii) is defamatory for, or prejudicial to the interest of, the company, its management or any of its employees, then you will not be permitted to take up such work or assignment or project. The HR department shall determine whether such work or assignment or project is covered by (i) or (ii) above and such determination shall be final and binding on the employee

3. Confidential Information

You will protect confidential, proprietary and other information of the company, in accordance with the provisions of the non-disclosure agreement executed by you with the company ("**NDA**").

4. Conflict of Interest

It is intended to avoid conflict between your interest as an employee, 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. Further, if any conflict of interest does arise in future, you will promptly report the

same to the APEX manager of your team and the HR department.

Without prejudice to the provisions of Clause 3 (Other Work), during your employment with the company, you will not engage in activity that:

(a) conflicts with the company's business interests;

(b) interferes with the proper and efficient performance of your duties in relation to the company, or

(c) interferes with the independent exercise of your judgment in company's best interests.

Noted below are a few examples of conflict of interest:

(a) You or any dependent member of your family should not 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 on open market or the interest is not material.

(b) You or any dependent member of your family should not buy/sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any other company or individual that is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of the management.

(c) You are not to serve as an officer, director or in any other management capacity or as a consultant to any another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of the management of our company.

(d) You are not 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) You or any dependent member of your family should not accept commission, a share in profits or other payments, loans (other than with established banks or financial institutions), services, excessive entertainment and travel or gifts or more than nominal value from any individual or organization doing or seeking to do business with the company.

5. Non-Compete and Non – Solicitation

(a) Non-Compete - You agree and undertake that for a period of one (1) year from the Termination Date of your employment with the company in any manner whatsoever, you will not, directly or indirectly:

i) be concerned in any business or activities which competes with the business or activities of the company or any part thereof;

ii) become a partner, director, designated partner, manager, shareholder (holding more than (two per cent) 2% interest in the company), employee, secondee, consultant or agent in, of or to,

(A) any past or present client of the company or its affiliates, if you were part of, involved in, assisting or advising on, or supervising or leading, any project, work, assignment or deliverable for such client, any time during the nine (9) months immediately preceding such Termination Date, or

(B) any entity or individual/s (as applicable) involved in any business or activities which competes with the business or activities of the company or any part thereof.

(b) Non-Solicitation- You agree and undertake that for a period of one (1) year from the Termination Date of your employment with the company in any manner whatsoever, you will not, directly or indirectly:

i) interfere with, tender for, canvass, solicit or endeavor to entice away from the Company the business of any Person who was a customer, client or agent of or supplier to, or who had dealings with the Company;

ii) supply any product, carry out or undertake or provide any service to any Person who was a customer, client or agent of or supplier to or who had dealings with the Company;

iii) interfere or endeavor to interfere with the continuance of the provision of goods or services to the Company by any Person who was a supplier to the Company;

iv) be employed by, enter into partnership with, employ, attempt to employ or negotiate or arrange the employment or engagement by any other Person, of any Person who was part of the management of the Company, an employee employed in a skilled or managerial capacity of the Company; and

v) solicit, interfere with, tender for or endeavor to entice away from the Company any contract, project or business, or the renewal of any of them, of the Company which is in progress on the date of termination of the Company or negotiations for which are in progress on that day.

(c) You agree and acknowledge that:

i) your obligations as set out in 6(a) and 6(b), above extend to you, acting not only on your own account but also on behalf of any other firm, company or other person or entity, and whether alone or jointly with any person, partner, director, designated partner, manager, shareholder (holding more than (two per cent) 2% interest in the company), employee, secondee, consultant or agent of any other person or entity and shall apply whether you act directly or indirectly; and

ii) the restrictions contained above represent a partial restriction to work and do not violate your freedom to work and are considered by you to be reasonable in all circumstances.

6. Protection of Interest

You agree to abide by the terms of the NDA, inter alia, in relation to Inventions (as defined under the NDA) and protection of company's rights and interests in relation to such Inventions. The NDA will become applicable to you from the date of joining and you shall abide by its terms in the interest of the company.

Without prejudice to your obligations under this offer letter or the NDA, you further agree and undertake

to refrain from disclosing or sharing the Inventions, any part thereof or any information in relation thereto, including the existence of such Invention, or any other information the disclosure of which might harm or destroy the competitive advantage of, or prejudice the business interests of the company.

7. Company's policies

By executing this offer letter, you also agree to be bound by the company's policies which are all available at the company's knowledge management portal: https://km.fractalanalytics.com (the "**Company Policies**") which may be updated from time to time. You will acquaint yourself with the terms and conditions contained in such Company Policies. If you have any questions on the meaning and/or implication of any of the terms and conditions contained therein, you may consult your manager, APEX manager or HR Business Partner in the company.

8. Leave

As a principle, the company does not account for leaves availed by you while at Fractal. The overall guideline is that you are permitted to take twenty seven (27) days off per year on an average all inclusive of vacation time as well as times of sickness or personal emergency.

The company may be required to record the number of leaves availed by you along with the duration of your employment with the company in order to fulfill any obligations towards you as per applicable employment statues.

9. Notice Period

Your employment can be terminated either by you or as per Clause 11 (Termination) below by the company with a minimum of thirty (30) days' written notice or salary in lieu of such notice. If the employment is being terminated pursuant to clause 11 (termination), then the company agrees that on your request, the notice period served by you will stand extended by such period as mutually agreed provided that the total notice period will not exceed sixty (60) days.

If the employment is being terminated pursuant to a resignation received from you, then you agree that on company's request, the notice period served by you will stand extended by such period as the company may deem fit, provided that the total notice period will not exceed sixty (60) days. The company may, at its sole discretion, relieve you before the expiry of the notice period served by you with salary in lieu of thirty (30) days' notice period or the period of shortfall, whichever is less.

10. Termination

(a) Your employment shall terminate automatically upon you attaining the age of sixty (60) years; or upon death or Permanent Disability.

For the purpose of this offer letter, the term "Permanent Disability" shall mean incapacitation or impairment due to any accidental bodily injury, adverse sickness or fatal disease or any mental illness or disorder, continuing for more than one hundred and eighty (180) days (which need not be consecutive) in any twelve (12) month period which is certified as such by a qualified medical practitioner selected by the company.

(b) The company shall be entitled to terminate your employment on the following grounds by delivering a written notice of termination to you:

(i) If you fail, refuse or are unable to perform your duties or responsibilities or have been negligent, if there is a consistent lack of performance at your end, and/or you fail or refuse or are unable to meet the targets/goals prescribed for you by the company (in each instance, other than by reason of disability, incapacity or illness).

(ii) If you have committed any act or omission constituting misconduct.

(iii) If you have committed a breach or have violated any provision of this offer letter, NDA or the Company Policies, and have failed to remedy or cure such breach or violation on or before the expiry of the notice period set out in the termination notice from the company to you.

(iv) If you have been convicted by any court or authority for any crime punishable with fine and/or imprisonment, including misappropriation of funds or property of the company and/or its affiliates, theft or fraud.

(v) If you have committed any act or omission that has resulted or is likely to result in injury or reputational harm to the company and/or any of its affiliates.

Unless a separate review/disciplinary process is applicable as per applicable law, the company may refer any of occurrences referred to above to the internal review/disciplinary committee and the decision of such internal review/disciplinary committee shall be final and binding on you and the company.
If the decision confirms the relevant occurrence, then the notice period as per this Clause 11 shall commence from the date of such decision.

Any termination of employment, whether by you or the company shall be effective from the date immediately succeeding the expiry of the applicable notice period ("**Termination Date**").

Notwithstanding anything to the contrary, where you have committed a misconduct and the same is brought on record with proof at an enquiry held for the purpose by the internal review committee, you will not be entitled to the notice or salary in lieu of such notice. For the purposes of this Clause 11, 'misconduct' shall include breach or violation of the Company Policies.

11. On Separation

On termination of your employment in any manner whatsoever, you will immediately handover before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, any electronic gadgets including laptop, calculator, storage devices, etc., belonging to the company or relating to its business and shall not make or retain any copies of these items.

In case, you resign from your position at Fractal Analytics (company) within one (1) year of your Joining Date, you are required to return to the company, the total amount incurred for relocation assistance as well as the cost of initial accommodation (on actuals) incurred by the company for you as a part of the full and final settlement.

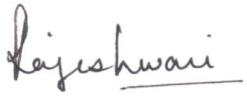
12. Submission of Certificates and Photographs

Please bring the following documents, while reporting for duty:

(a) Copies of certificates in support of your age, qualification and experience including degree mark sheet along with originals for verification.
(b) Relieving letter from previous employer's and pay slip or salary certificate.
(c) Copies of Permanent Account Number (PAN), passport and driving license, if any.
(d) 2 latest stamp size (3cmsX3cms) color photographs of yourself with light blue color background and 2 stamp size photographs of your spouse and children, as applicable.

Please sign and return a copy of this letter as a token of your acceptance of the offer.

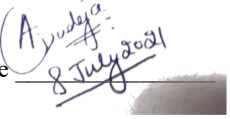
Yours sincerely,
For **Fractal Analytics Pvt. Limited**



Rajeswari Aradhyula

Chief People Officer

I accept the offer

Signature 

Name **Aditi Dudeja**

APPENDIX – I: YEAR 1 COMPENSATION

Description	Monthly Pay (INR)	Annual Pay (INR)
A) Monthly Component		
Basic	27509	330109
House Rent Allowance (HRA)	13755	165055
Leave Travel Allowance[1]	1250	15000
Meal Vouchers[2]	1100	13200
Company's Contribution to PF	1800	21600
Special Allowance	11405	136855
Fixed Compensation	**56818**	**681818**
Performance-linked variable pay[3] @ 10% of Gross		**68182**
Cost to Company (CTC)		**750000**

Your Benefits package includes

Benefits	Coverage
Medical Insurance [4]	500000
Personal Accident Insurance	1500000
Term Life Insurance	1500000
Free Meals & unlimited Snacks [5]	10000

1. Payable as reimbursements*
2. The meal vouchers are issued within a week from the date of processing payroll for each month and form part of monthly pay-check.
3. Performance-Linked Variable Pay is a guaranteed pay payable at the end of financial year provided you are not serving notice and other terms & conditions apply.
4. The Group Mediclaim is a family floater policy that gives flexibility in the usage of the cover amount as the entire amount can be utilized by either an individual or any member/s of the family (self, spouse, children - up to two & dependent parents). Details of the insurance scheme will be provided to you on the joining of the company.
5. Catered Meals are provided*

* Subject to deductions as per the Income tax and other statutory deductions that may be applicable

For **Fractal Analytics Pvt. Ltd.**

Rajeshwari

Rajeswari Aradhyula

Chief People Officer

Signature Aditi Dudeja 8 July 2021

Name **Aditi Dudeja**

Date 08/07/2021

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is made as of the **July 8, 2021**, between Fractal Analytics Private Limited ("Company/Fractal"), and **Aditi Dudeja**("Employee").

WHEREAS, the Employee is employed as a **Imagineer** with the Company, with effect from [**July 8, 2021**], pursuant to the offer letter/employment agreement dated [**January 28, 2021**] [issued to/executed by] the Employee.

The Employee and the Company are desirous of recording additional terms of employment and have agreed to execute this Agreement, in supersession of the existing non-disclosure agreement, if any executed by the Employee with the Company. This Agreement is effective from the date of employment as per the offer letter/employment agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Confidentiality**:

   a) **Proprietary Information**. The Employee acknowledges and understands that the Employee will have access to such Proprietary Information solely as a byproduct of the Employee's employment with the Company. The Employee shall not, in any manner whatsoever, represent and/or claim that he/she has any interest by way of ownership, assignment or otherwise in the Proprietary Information (as further defined below). The Employee agrees that, at all times during the Employee's employment with the Company, and thereafter, and without regard to when or for what reasons such employment terminates, the Employee shall not disclose any such Proprietary Information to any person outside the Company or utilize such Proprietary Information to compete against the Company unless such disclosure is (1) necessary for the Employee to perform the Employee's duties as an employee of (and only while employed by) the Company, (2) in response to a valid subpoena or order by a court or other governmental body, or (3) otherwise required by law or regulation. In the event that the Employee receives a subpoena or similar demand to disclose Proprietary Information, the Employee shall promptly notify the Company. For purposes of this Agreement, "Proprietary Information" shall include, without limitation: (i) the details of any current or prospective clients, or suppliers, (ii) any and all books, notes, memoranda, records, correspondence, documents, computer and other discs and tapes, data listings, codes, designs, drawings and other documents and materials relating to the business of the Company; (iv) any information or document pertaining to financial, marketing, technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, know-how, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, business plans, strategies, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, discs, hardware and information for the microcomputer and internet marketplace used by the Employee in the course of his employment with the Company; and (v) any other non-public information gained in relation to the Company or its affiliates in the course of the Employee's employment with the Company/such affiliate. Proprietary Information shall not include information that is or becomes part of the public domain other than directly or indirectly, through the breach of this Agreement.

   a) **Property**. The Employee agrees that on request by the Company or on termination of the Employee's employment with the Company, the Employee will immediately deliver to the Company all tangible property that embodies or contains any Proprietary Information.

   b) **Non-disclosure to the Company**. The Employee represents and warrants that the Employee has not disclosed and will not disclose to the Company any trade secrets or other confidential or proprietary information that may not lawfully be so disclosed by the Employee, by virtue of the ownership of the same by another person or entity or otherwise.

   c) **Confidential Information of Third Parties**. The Employee acknowledges and understands that, in dealing with third parties with which the Company has business relations or potential business relations subject to the Company's agreement to maintain the confidentiality thereof. The Employee shall not do any act or omission which results in the Company being in a breach or violation of the terms of such confidentiality provisions.

1. **Work Made for Hire**.

   The Employee and the Company agree that the Employee may make inventions or create other Intellectual Property (as further defined below) solely in the course of the Employee's duties and agree that in this respect the Employee has a special responsibility to further the interests of the Company.

   a. **"Intellectual Property"** shall include, without limitation: all registered or unregistered patents, registered designs, trade marks and service marks, copyrights, design rights, database rights and similar proprietary rights and including (without limitation) all such rights in materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, data, technical, commercial or confidential information, trading, business or brand names, goodwill or the style of presentation of the goods or services or any improvement of any of the foregoing and the right to apply for registration or protection of any of them and in existing applications for the protection of any of the above.

b. Any invention, discoveries, improvement, design, process, information, copyright work, computer program, developments, improvements, copyrightable material, trade mark, trade name or get-up, work or other output made, created or discovered by the Employee in the course of his/her employment with the Company and during working hours, in conjunction with or in any way affecting or relating to the business of the Company, or capable of being used or adapted for use in or in connection with such business, together with all Intellectual Property subsisting therein, (the "Intellectual Property Rights") shall be disclosed immediately to the Company and shall, to the fullest extent permitted by applicable law, be deemed "work made for hire" and belong to and be the absolute property of the Company, and the Employee hereby assigns to the Company with full title guarantee and by way of present assignment of future rights, all such Intellectual Property capable of assignment by way of present assignment of future rights, which may fall within the definition of the Intellectual Property Rights absolutely for the full term of those rights. If in the course of Employee's employment at Fractal, Employee use in or incorporate into a Fractal product, program, process or machine, and invention owned by him/her or which Employee has an interest, Fractal is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use/ modify, alter and sell that invention without restriction as to the extent of Employee's ownership or interest. Employee hereby assigns exclusively to Fractal all his/her right, title and interest in and to any all Intellectual Property Rights that Employee solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of Employee's employment at Fractal. Employee will make prompt and full disclosure to Fractal of any Intellectual Property Rights, and if for any reason the assignment pursuant to this clause is not effective, will hold all such Intellectual Property Rights in trust for the sole benefit of Fractal. Employee hereby waives and quits claim to Fractal, any and all claims of any nature whatsoever that Employee now or hereafter may have for infringement of any patent resulting from any patent applications for any Intellectual Property Rights so assigned to Fractal.

c. If and whenever required so to do by the Company, the Employee shall at the expense of the Company and in furtherance of its obligations under (b) above: (i) apply with or join the Company in applying for Indian o foreign patent or copyright or any other protection or registration in India or the United States and/or in any other part of the world for any Intellectual Property Rights; and (ii) execute all instruments and do all things necessary for vesting all Intellectual Property Rights (including such patent or other protection or registration when so obtained) and all right, title and interest to and in them absolutely, with full title guarantee and as sole beneficial owner, in the Company.

d. The Employee irrevocably and unconditionally waives all rights under any applicable law respecting copyright, in connection with the Employee's authorship of any existing or future copyright work in the course of his employment with the Company, in whatever part of the world such rights may be enforceable and Employee hereby irrevocably designates and appoint Fractal and its duly authorized officers and agents as my agent and attorney in fact, to act for Employee and in his/her behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by Employee. Employee will testify at Fractal request and expense in any interference, litigation or other legal proceeding that may arise during or after his/her employment.

e. The Employee irrevocably appoints the Company to be the Employee's attorney in the Employee's name and on the Employee's behalf to execute any such instrument or do any such thing and generally to use the Employee's name for the purpose of giving to the Company the full benefits of this Section. A certificate in writing in favor of any third party signed by any director or by the Secretary of the Company that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case.

f. Attached hereto is a list describing all inventions belonging to the Employee and made by the Employee prior to his/her employment with the Company, if any, and which the Employee wishes to have excluded from this Agreement. If not such list is attached, the Employee represents that there are no such inventions. If in the course of his/her employment at the Company, the Employee uses in or incorporates into a Company's product, program, process or machine, and invention owned by the Employee or which the Employee has an interest, the Company is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of his/her ownership or interest.

2. **Authorization to Collect Personal Information**.

Employee further authorizes Fractal to collect Personal Information (as defined hereunder) about him/her as an employee of Fractal, in connection with employment with Fractal for lawful employment purposes. Personal Information for purposes of this Agreement means any information that relates to the Employee, which either directly or indirectly, in combination with other information available or likely to be available with Fractal, is capable of identifying Employee. By way of example, Personal Information may include passwords; financial information such as bank account or credit card or debit card or other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information; any other details relating to this information as provided to Fractal for employment purposes from time to time or as and when required.

Employee understands that he/she has the right to request in writing, to review the complete record of his/her Personal Information.
Employee may request that inaccurate or incomplete Personal Information be corrected or amended. Fractal has the right to provide the Personal Information to any company, body corporate or a person located within India or outside that ensures the same level of data protection that is adhered to by Fractal, for lawful employment purposes. Employee also understands that he/she has the option of not providing any Personal Information to Fractal, or withdraw consent to the use of Personal Information by giving a written withdrawal request to Fractal. In the event of Employee not providing Personal Information or withdrawing his/her consent, Fractal has the right to revoke services offered or provided to the Employee.

Fractal has reasonably set in place appropriate safeguards and procedures to protect Personal Information of its employees. Employee understands that he/she may contact the concerned person from Human Resource/Capital department of Fractal or the concerned Grievance Officer of Fractal, if so appointed by Fractal, to register complaints, to submit access requests, or to address any other issues arising under this Agreement. Fractal will investigate and attempt to resolve any complaint or dispute regarding its use and disclosure of Personal Information in accordance with this Agreement, within thirty (30) days from the date of receipt of complaint or dispute.

"Personal information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

3. **Prior Employer Information**.

Employee agrees that during Employee's employment at Fractal, he/she will not use improperly or disclose any confidential or Proprietary Information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and he/she will not bring onto the premises of Fractal, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. Employee will not violate any non-disclosure or proprietary rights agreement he/she might have signed in connection with any such person or entity.

4. **Personal property**.

Employee agrees that Fractal will not be responsible for loss, disappearance, or damage to personal property on Fractal premises, or if applicable, on residential premises subsidized by Fractal (including apartments or temporary housing). Employee hereby releases, discharges and holds Fractal harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

5. **Assignment; Successors and Assigns**. Neither the Company nor the Employee may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party.

6. **Severability**. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court or arbitrator of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event that any portion or provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal or functional coverage, such provision will be deemed to extend only over the maximum geographic, temporal and functional scope as to which it may be enforceable.

7. **Survival**. The provisions of Sections 1, 2, 3, 4, 5, 6, 10, 11, 13 and 14 of this Agreement shall survive the termination of this Agreement and/or the termination of the Employee's employment with the Company together with such provisions which expressly or by implication will survive termination of this Agreement.

8. **Waiver**. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

9. **Notices**. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Employee at the last address the Employee has filed in writing with the Company or, in the case of the Company, at the Company's main offices, to

the attention of the Board. Notices hereunder shall be effective on the date of delivery in person or by courier or three (3) days after the date mailed.

10. **Governing Law and Jurisdiction**. This Agreement shall be construed under and be governed in all respects by laws of India. The parties hereby consent to the exclusive jurisdiction of the courts of Mumbai.

11. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford Fractal the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this Agreement shall survive termination of Employee's employment.

12. **Equitable relief**. Employee acknowledges that any violation by him/her under this Agreement, and/or any obligation of like nature, will cause irreparable injury to Fractal, and Fractal shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

13. **Attorney fees**. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

For Fractal Analytics Private Limited

Rajeshwari

Signature_____

Name : Rajeswari Aradhyula

Title: Chief People Officer

Place

Date

Employee Aditi Dudeja

Aditi Dudeja
8 July 2021

Signature_____

Place Gurugram

Date 08/07/2021

January 28, 2021
Pallawi Samant
Rajasthan

Registered Address:
Fractal Analytics Pvt. Ltd.
Level 7, Commerz II,
Oberoi Garden City,
Western Express Highway
Goregaon (E), Mumbai 400 063
Phone: +91 22 40675800
Fax: +91 22 40675809
CIN U72400MH2000PTC125369

Offer of Appointment

Dear Pallawi,

We are delighted to offer you the position of **Imagineer (Band E).** The position is based out of **Bengaluru** and entails travel within and/or outside the country depending on project delivery requirements.

Your appointment is effective from the date of your joining which shall be [no later than/ on or before] **July 8, 2021**

People principles at Fractal

We believe that we are building a great organization, an institution that can stand the test of time, a place that is unusually honest, client and people focused, a place we can all be proud of having created. In our quest for excellence, we are governed by following people principle's in everything we do:

- We place extreme trust in one another.
- We believe in freedom - We respect the choices people make.
- We treat each other as we would like to be treated.
- Anyone can ask a straight question and expect a 100% honest answer.
- The content of our work is respectable no matter what it is-as long as the why and how are clear.
- Once a Fractalite, always a Fractalite.
- We hire for Fractal first and then for the appropriate role.

The overarching principle at Fractal is to do what's right for the client and Fractal. When in doubt, we choose client over Fractal, Fractal over any team within Fractal and any team in Fractal over self.

Pre-Boarding program

Fractal is offering you a pre-boarding program developed in partnership with our external learning partners. The objective of the program is to provide you a strong background in analytics before you join Fractal, thereby accelerating your learning. The program has been designed to help you learn key concepts required in Analytics.

The program has 100 hours of content and requires you to put in 12 weeks approx. You need to clear the pre-boarding program before you join us. You will shortly hear from our training team, Fractal Analytics Academy (FAA) and will also receive the program details from the external learning partners.

Fractal will bear the cost of entire program. However, if you are unable to join Fractal due to any reason and continue to be part of this program for 6+ weeks from the start date, Fractal will recover INR 40,000 from you.

In addition to pre-boarding, you will go through a comprehensive training program organized by FAA as part of Fractal onboarding process.

Other Terms and Conditions

1. Compensation

Your 3-year compensation is fixed at **INR 3100000**, break-up for the first year is **INR 750000** including a Performance Bonus of **INR 68182** and will be subject to statutory and other deductions as per company policies and practices**.** Break-up for second year is **INR 825000** including a Performance Bonus of **INR 75000** and will be subject to statutory and other deductions as per company policies and practices. Break-up for third year is **INR 925000** including a Performance Bonus of **INR 84091** and will be subject to statutory and other deductions as per company policies and practices.

You will be entitled to be considered for such Performance Bonus for a relevant financial year, provided (a) your Joining Date falls on or before December 31st of such financial year; and (b) on or prior to 31st March of such financial year, your employment has not been terminated as per Clause 11 (Termination) below. The details of your compensation break-up are provided in the attached Appendix – I.

2. Other Work

(a) This is a full time employment with the company. As an employee of the company you agree to devote your best efforts to further the best interests of the company. You shall devote yourself exclusively to the business and operations of the company. During your employment with the company, you will not, without the prior written approval from the HR department of the company, take up any other work, assignment or project for remuneration (part time or otherwise).

(b) Further, during your employment with the company, you will not, without the prior written approval from the HR department of the company, (i) take up any work, assignment or project on a pro bono basis (part time or otherwise) or (ii) work in an advisory capacity or (iii) author any book or article or other publication or conduct any training, workshop or presentation.

The approval under (a) or (b) shall be granted at the absolute discretion of the HR department and on a case to case basis.

(c) If such work or assignment or project under (b) above: (i) applies or involves or uses, in any manner and to any extent, the know how or trade secrets, other intellectual property rights or the proprietary or confidential information of the company, or (ii) is defamatory for, or prejudicial to the interest of, the company, its management or any of its employees, then you will not be permitted to take up such work or assignment or project. The HR department shall determine whether such work or assignment or project is covered by (i) or (ii) above and such determination shall be final and binding on the employee

3. Confidential Information

You will protect confidential, proprietary and other information of the company, in accordance with the provisions of the non-disclosure agreement executed by you with the company ("**NDA**").

4. Conflict of Interest

It is intended to avoid conflict between your interest as an employee, 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. Further, if any conflict of interest does arise in future, you will promptly report the

same to the APEX manager of your team and the HR department.

Without prejudice to the provisions of Clause 3 (Other Work), during your employment with the company, you will not engage in activity that:

(a) conflicts with the company's business interests;

(b) interferes with the proper and efficient performance of your duties in relation to the company, or

(c) interferes with the independent exercise of your judgment in company's best interests.

Noted below are a few examples of conflict of interest:

(a) You or any dependent member of your family should not 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 on open market or the interest is not material.

(b) You or any dependent member of your family should not buy/sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any other company or individual that is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of the management.

(c) You are not to serve as an officer, director or in any other management capacity or as a consultant to any another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of the management of our company.

(d) You are not 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) You or any dependent member of your family should not accept commission, a share in profits or other payments, loans (other than with established banks or financial institutions), services, excessive entertainment and travel or gifts or more than nominal value from any individual or organization doing or seeking to do business with the company.

5. Non-Compete and Non – Solicitation

(a) Non-Compete - You agree and undertake that for a period of one (1) year from the Termination Date of your employment with the company in any manner whatsoever, you will not, directly or indirectly:

i) be concerned in any business or activities which competes with the business or activities of the company or any part thereof;

ii) become a partner, director, designated partner, manager, shareholder (holding more than (two per cent) 2% interest in the company), employee, secondee, consultant or agent in, of or to,

(A) any past or present client of the company or its affiliates, if you were part of, involved in, assisting or advising on, or supervising or leading, any project, work, assignment or deliverable for such client, any time during the nine (9) months immediately preceding such Termination Date, or

(B) any entity or individual/s (as applicable) involved in any business or activities which competes with the business or activities of the company or any part thereof.

(b) Non-Solicitation- You agree and undertake that for a period of one (1) year from the Termination Date of your employment with the company in any manner whatsoever, you will not, directly or indirectly:

i) interfere with, tender for, canvass, solicit or endeavor to entice away from the Company the business of any Person who was a customer, client or agent of or supplier to, or who had dealings with the Company;

ii) supply any product, carry out or undertake or provide any service to any Person who was a customer, client or agent of or supplier to or who had dealings with the Company;

iii) interfere or endeavor to interfere with the continuance of the provision of goods or services to the Company by any Person who was a supplier to the Company;

iv) be employed by, enter into partnership with, employ, attempt to employ or negotiate or arrange the employment or engagement by any other Person, of any Person who was part of the management of the Company, an employee employed in a skilled or managerial capacity of the Company; and

v) solicit, interfere with, tender for or endeavor to entice away from the Company any contract, project or business, or the renewal of any of them, of the Company which is in progress on the date of termination of the Company or negotiations for which are in progress on that day.

(c) You agree and acknowledge that:

i) your obligations as set out in 6(a) and 6(b), above extend to you, acting not only on your own account but also on behalf of any other firm, company or other person or entity, and whether alone or jointly with any person, partner, director, designated partner, manager, shareholder (holding more than (two per cent) 2% interest in the company), employee, secondee, consultant or agent of any other person or entity and shall apply whether you act directly or indirectly; and

ii) the restrictions contained above represent a partial restriction to work and do not violate your freedom to work and are considered by you to be reasonable in all circumstances.

6. Protection of Interest

You agree to abide by the terms of the NDA, inter alia, in relation to Inventions (as defined under the NDA) and protection of company's rights and interests in relation to such Inventions. The NDA will become applicable to you from the date of joining and you shall abide by its terms in the interest of the company.

Without prejudice to your obligations under this offer letter or the NDA, you further agree and undertake

to refrain from disclosing or sharing the Inventions, any part thereof or any information in relation thereto, including the existence of such Invention, or any other information the disclosure of which might harm or destroy the competitive advantage of, or prejudice the business interests of the company.

7. Company's policies

By executing this offer letter, you also agree to be bound by the company's policies which are all available at the company's knowledge management portal: https://km.fractalanalytics.com (the "**Company Policies**") which may be updated from time to time. You will acquaint yourself with the terms and conditions contained in such Company Policies. If you have any questions on the meaning and/or implication of any of the terms and conditions contained therein, you may consult your manager, APEX manager or HR Business Partner in the company.

8. Leave

As a principle, the company does not account for leaves availed by you while at Fractal. The overall guideline is that you are permitted to take twenty seven (27) days off per year on an average all inclusive of vacation time as well as times of sickness or personal emergency.

The company may be required to record the number of leaves availed by you along with the duration of your employment with the company in order to fulfill any obligations towards you as per applicable employment statues.

9. Notice Period

Your employment can be terminated either by you or as per Clause 11 (Termination) below by the company with a minimum of thirty (30) days' written notice or salary in lieu of such notice. If the employment is being terminated pursuant to clause 11 (termination), then the company agrees that on your request, the notice period served by you will stand extended by such period as mutually agreed provided that the total notice period will not exceed sixty (60) days.

If the employment is being terminated pursuant to a resignation received from you, then you agree that on company's request, the notice period served by you will stand extended by such period as the company may deem fit, provided that the total notice period will not exceed sixty (60) days. The company may, at its sole discretion, relieve you before the expiry of the notice period served by you with salary in lieu of thirty (30) days' notice period or the period of shortfall, whichever is less.

10. Termination

(a) Your employment shall terminate automatically upon you attaining the age of sixty (60) years; or upon death or Permanent Disability.

For the purpose of this offer letter, the term "Permanent Disability" shall mean incapacitation or impairment due to any accidental bodily injury, adverse sickness or fatal disease or any mental illness or disorder, continuing for more than one hundred and eighty (180) days (which need not be consecutive) in any twelve (12) month period which is certified as such by a qualified medical practitioner selected by the company.

(b) The company shall be entitled to terminate your employment on the following grounds by delivering a written notice of termination to you:

(i) If you fail, refuse or are unable to perform your duties or responsibilities or have been negligent, if there is a consistent lack of performance at your end, and/or you fail or refuse or are unable to meet the targets/goals prescribed for you by the company (in each instance, other than by reason of disability, incapacity or illness).

(ii) If you have committed any act or omission constituting misconduct.

(iii) If you have committed a breach or have violated any provision of this offer letter, NDA or the Company Policies, and have failed to remedy or cure such breach or violation on or before the expiry of the notice period set out in the termination notice from the company to you.

(iv) If you have been convicted by any court or authority for any crime punishable with fine and/or imprisonment, including misappropriation of funds or property of the company and/or its affiliates, theft or fraud.

(v) If you have committed any act or omission that has resulted or is likely to result in injury or reputational harm to the company and/or any of its affiliates.

Unless a separate review/disciplinary process is applicable as per applicable law, the company may refer any of occurrences referred to above to the internal review/disciplinary committee and the decision of such internal review/disciplinary committee shall be final and binding on you and the company.
If the decision confirms the relevant occurrence, then the notice period as per this Clause 11 shall commence from the date of such decision.

Any termination of employment, whether by you or the company shall be effective from the date immediately succeeding the expiry of the applicable notice period ("**Termination Date**").

Notwithstanding anything to the contrary, where you have committed a misconduct and the same is brought on record with proof at an enquiry held for the purpose by the internal review committee, you will not be entitled to the notice or salary in lieu of such notice. For the purposes of this Clause 11, 'misconduct' shall include breach or violation of the Company Policies.

11. On Separation

On termination of your employment in any manner whatsoever, you will immediately handover before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, any electronic gadgets including laptop, calculator, storage devices, etc., belonging to the company or relating to its business and shall not make or retain any copies of these items.

In case, you resign from your position at Fractal Analytics (company) within one (1) year of your Joining Date, you are required to return to the company, the total amount incurred for relocation assistance as well as the cost of initial accommodation (on actuals) incurred by the company for you as a part of the full and final settlement.

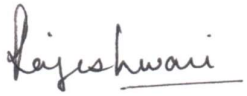
12. Submission of Certificates and Photographs

Please bring the following documents, while reporting for duty:

(a) Copies of certificates in support of your age, qualification and experience including degree mark sheet along with originals for verification.
(b) Relieving letter from previous employer's and pay slip or salary certificate.
(c) Copies of Permanent Account Number (PAN), passport and driving license, if any.
(d) 2 latest stamp size (3cmsX3cms) color photographs of yourself with light blue color background and 2 stamp size photographs of your spouse and children, as applicable.

Please sign and return a copy of this letter as a token of your acceptance of the offer.

Yours sincerely,
For **Fractal Analytics Pvt. Limited**



Rajeswari Aradhyula

Chief People Officer

I accept the offer

Signature

Name **Pallawi Samant**

APPENDIX – I: YEAR 1 COMPENSATION

Description	Monthly Pay (INR)	Annual Pay (INR)
A) Monthly Component		
Basic	27509	330109
House Rent Allowance (HRA)	13755	165055
Leave Travel Allowance[1]	1250	15000
Meal Vouchers[2]	1100	13200
Company's Contribution to PF	1800	21600
Special Allowance	11405	136855
Fixed Compensation	**56818**	**681818**
Performance-linked variable pay[3] @ 10% of Gross		**68182**
Cost to Company (CTC)		**750000**

Your Benefits package includes

Benefits	Coverage
Medical Insurance [4]	500000
Personal Accident Insurance	1500000
Term Life Insurance	1500000
Free Meals & unlimited Snacks [5]	10000

1. Payable as reimbursements*
2. The meal vouchers are issued within a week from the date of processing payroll for each month and form part of monthly pay-check.
3. Performance-Linked Variable Pay is a guaranteed pay payable at the end of financial year provided you are not serving notice and other terms & conditions apply.
4. The Group Mediclaim is a family floater policy that gives flexibility in the usage of the cover amount as the entire amount can be utilized by either an individual or any member/s of the family (self, spouse, children - up to two & dependent parents). Details of the insurance scheme will be provided to you on the joining of the company.
5. Catered Meals are provided*

* Subject to deductions as per the Income tax and other statutory deductions that may be applicable

For **Fractal Analytics Pvt. Ltd.**

Rajeshwari

Rajeswari Aradhyula

Chief People Officer

Signature Pallawi

Name **Pallawi Samant**

Date July 8, 2021

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is made as of the **July 8, 2021**, between Fractal Analytics Private Limited ("Company/Fractal"), and **Pallawi Samant**("Employee").

WHEREAS, the Employee is employed as a **Imagineer** with the Company, with effect from [**July 8, 2021**], pursuant to the offer letter/employment agreement dated [**January 28, 2021**] [issued to/executed by] the Employee.

The Employee and the Company are desirous of recording additional terms of employment and have agreed to execute this Agreement, in supersession of the existing non-disclosure agreement, if any executed by the Employee with the Company. This Agreement is effective from the date of employment as per the offer letter/employment agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Confidentiality**:

   a) **Proprietary Information**. The Employee acknowledges and understands that the Employee will have access to such Proprietary Information solely as a byproduct of the Employee's employment with the Company. The Employee shall not, in any manner whatsoever, represent and/or claim that he/she has any interest by way of ownership, assignment or otherwise in the Proprietary Information (as further defined below). The Employee agrees that, at all times during the Employee's employment with the Company, and thereafter, and without regard to when or for what reasons such employment terminates, the Employee shall not disclose any such Proprietary Information to any person outside the Company or utilize such Proprietary Information to compete against the Company unless such disclosure is (1) necessary for the Employee to perform the Employee's duties as an employee of (and only while employed by) the Company, (2) in response to a valid subpoena or order by a court or other governmental body, or (3) otherwise required by law or regulation. In the event that the Employee receives a subpoena or similar demand to disclose Proprietary Information, the Employee shall promptly notify the Company. For purposes of this Agreement, "Proprietary Information" shall include, without limitation: (i) the details of any current or prospective clients, or suppliers, (ii) any and all books, notes, memoranda, records, correspondence, documents, computer and other discs and tapes, data listings, codes, designs, drawings and other documents and materials relating to the business of the Company; (iv) any information or document pertaining to financial, marketing, technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, know-how, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, business plans, strategies, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, discs, hardware and information for the microcomputer and internet marketplace used by the Employee in the course of his employment with the Company; and (v) any other non-public information gained in relation to the Company or its affiliates in the course of the Employee's employment with the Company/such affiliate. Proprietary Information shall not include information that is or becomes part of the public domain other than directly or indirectly, through the breach of this Agreement.

   a) **Property**. The Employee agrees that on request by the Company or on termination of the Employee's employment with the Company, the Employee will immediately deliver to the Company all tangible property that embodies or contains any Proprietary Information.

   b) **Non-disclosure to the Company**. The Employee represents and warrants that the Employee has not disclosed and will not disclose to the Company any trade secrets or other confidential or proprietary information that may not lawfully be so disclosed by the Employee, by virtue of the ownership of the same by another person or entity or otherwise.

   c) **Confidential Information of Third Parties**. The Employee acknowledges and understands that, in dealing with third parties with which the Company has business relations or potential business relations subject to the Company's agreement to maintain the confidentiality thereof. The Employee shall not do any act or omission which results in the Company being in a breach or violation of the terms of such confidentiality provisions.

1. **Work Made for Hire**.

   The Employee and the Company agree that the Employee may make inventions or create other Intellectual Property (as further defined below) solely in the course of the Employee's duties and agree that in this respect the Employee has a special responsibility to further the interests of the Company.

   a. **"Intellectual Property"** shall include, without limitation: all registered or unregistered patents, registered designs, trade marks and service marks, copyrights, design rights, database rights and similar proprietary rights and including (without limitation) all such rights in materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, data, technical, commercial or confidential information, trading, business or brand names, goodwill or the style of presentation of the goods or services or any improvement of any of the foregoing and the right to apply for registration or protection of any of them and in existing applications for the protection of any of the above.

b. Any invention, discoveries, improvement, design, process, information, copyright work, computer program, developments, improvements, copyrightable material, trade mark, trade name or get-up, work or other output made, created or discovered by the Employee in the course of his/her employment with the Company and during working hours, in conjunction with or in any way affecting or relating to the business of the Company, or capable of being used or adapted for use in or in connection with such business, together with all Intellectual Property subsisting therein, (the "Intellectual Property Rights") shall be disclosed immediately to the Company and shall, to the fullest extent permitted by applicable law, be deemed "work made for hire" and belong to and be the absolute property of the Company, and the Employee hereby assigns to the Company with full title guarantee and by way of present assignment of future rights, all such Intellectual Property capable of assignment by way of present assignment of future rights, which may fall within the definition of the Intellectual Property Rights absolutely for the full term of those rights. If in the course of Employee's employment at Fractal, Employee use in or incorporate into a Fractal product, program, process or machine, and invention owned by him/her or which Employee has an interest, Fractal is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use/ modify, alter and sell that invention without restriction as to the extent of Employee's ownership or interest. Employee hereby assigns exclusively to Fractal all his/her right, title and interest in and to any all Intellectual Property Rights that Employee solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of Employee's employment at Fractal. Employee will make prompt and full disclosure to Fractal of any Intellectual Property Rights, and if for any reason the assignment pursuant to this clause is not effective, will hold all such Intellectual Property Rights in trust for the sole benefit of Fractal. Employee hereby waives and quits claim to Fractal, any and all claims of any nature whatsoever that Employee now or hereafter may have for infringement of any patent resulting from any patent applications for any Intellectual Property Rights so assigned to Fractal.

c. If and whenever required so to do by the Company, the Employee shall at the expense of the Company and in furtherance of its obligations under (b) above: (i) apply with or join the Company in applying for Indian o foreign patent or copyright or any other protection or registration in India or the United States and/or in any other part of the world for any Intellectual Property Rights; and (ii) execute all instruments and do all things necessary for vesting all Intellectual Property Rights (including such patent or other protection or registration when so obtained) and all right, title and interest to and in them absolutely, with full title guarantee and as sole beneficial owner, in the Company.

d. The Employee irrevocably and unconditionally waives all rights under any applicable law respecting copyright, in connection with the Employee's authorship of any existing or future copyright work in the course of his employment with the Company, in whatever part of the world such rights may be enforceable and Employee hereby irrevocably designates and appoint Fractal and its duly authorized officers and agents as my agent and attorney in fact, to act for Employee and in his/her behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by Employee. Employee will testify at Fractal request and expense in any interference, litigation or other legal proceeding that may arise during or after his/her employment.

e. The Employee irrevocably appoints the Company to be the Employee's attorney in the Employee's name and on the Employee's behalf to execute any such instrument or do any such thing and generally to use the Employee's name for the purpose of giving to the Company the full benefits of this Section. A certificate in writing in favor of any third party signed by any director or by the Secretary of the Company that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case.

f. Attached hereto is a list describing all inventions belonging to the Employee and made by the Employee prior to his/her employment with the Company, if any, and which the Employee wishes to have excluded from this Agreement. If not such list is attached, the Employee represents that there are no such inventions. If in the course of his/her employment at the Company, the Employee uses in or incorporates into a Company's product, program, process or machine, and invention owned by the Employee or which the Employee has an interest, the Company is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of his/her ownership or interest.

2. **Authorization to Collect Personal Information**.

Employee further authorizes Fractal to collect Personal Information (as defined hereunder) about him/her as an employee of Fractal, in connection with employment with Fractal for lawful employment purposes. Personal Information for purposes of this Agreement means any information that relates to the Employee, which either directly or indirectly, in combination with other information available or likely to be available with Fractal, is capable of identifying Employee. By way of example, Personal Information may include passwords; financial information such as bank account or credit card or debit card or other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information; any other details relating to this information as provided to Fractal for employment purposes from time to time or as and when required.

Employee understands that he/she has the right to request in writing, to review the complete record of his/her Personal Information.
Employee may request that inaccurate or incomplete Personal Information be corrected or amended. Fractal has the right to provide the Personal Information to any company, body corporate or a person located within India or outside that ensures the same level of data protection that is adhered to by Fractal, for lawful employment purposes. Employee also understands that he/she has the option of not providing any Personal Information to Fractal, or withdraw consent to the use of Personal Information by giving a written withdrawal request to Fractal. In the event of Employee not providing Personal Information or withdrawing his/her consent, Fractal has the right to revoke services offered or provided to the Employee.

Fractal has reasonably set in place appropriate safeguards and procedures to protect Personal Information of its employees. Employee understands that he/she may contact the concerned person from Human Resource/Capital department of Fractal or the concerned Grievance Officer of Fractal, if so appointed by Fractal, to register complaints, to submit access requests, or to address any other issues arising under this Agreement. Fractal will investigate and attempt to resolve any complaint or dispute regarding its use and disclosure of Personal Information in accordance with this Agreement, within thirty (30) days from the date of receipt of complaint or dispute.

"Personal information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

3. Prior Employer Information.

Employee agrees that during Employee's employment at Fractal, he/she will not use improperly or disclose any confidential or Proprietary Information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and he/she will not bring onto the premises of Fractal, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. Employee will not violate any non-disclosure or proprietary rights agreement he/she might have signed in connection with any such person or entity.

4. **Personal property**.

Employee agrees that Fractal will not be responsible for loss, disappearance, or damage to personal property on Fractal premises, or if applicable, on residential premises subsidized by Fractal (including apartments or temporary housing). Employee hereby releases, discharges and holds Fractal harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

5. Assignment; Successors and Assigns. Neither the Company nor the Employee may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party.

6. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court or arbitrator of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event that any portion or provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal or functional coverage, such provision will be deemed to extend only over the maximum geographic, temporal and functional scope as to which it may be enforceable.

7. Survival. The provisions of Sections 1, 2, 3, 4, 5, 6, 10, 11, 13 and 14 of this Agreement shall survive the termination of this Agreement and/or the termination of the Employee's employment with the Company together with such provisions which expressly or by implication will survive termination of this Agreement.

8. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

9. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Employee at the last address the Employee has filed in writing with the Company or, in the case of the Company, at the Company's main offices, to

the attention of the Board. Notices hereunder shall be effective on the date of delivery in person or by courier or three (3) days after the date mailed.

10. **Governing Law and Jurisdiction**. This Agreement shall be construed under and be governed in all respects by laws of India. The parties hereby consent to the exclusive jurisdiction of the courts of Mumbai.

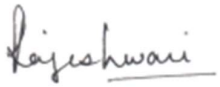
11. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford Fractal the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this Agreement shall survive termination of Employee's employment.

12. **Equitable relief**. Employee acknowledges that any violation by him/her under this Agreement, and/or any obligation of like nature, will cause irreparable injury to Fractal, and Fractal shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

13. **Attorney fees**. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

For Fractal Analytics Private Limited



Signature_____

Name : Rajeswari Aradhyula

Title: Chief People Officer

Place
Date

Employee Pallawi Samant

Signature_____

Place

Date July 8, 2021

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GitHub

GitHub India Private Limited
807, New Delhi House
Barakhamba Road, Connaught Place
New Delhi 110001
India

July 1, 2021

Namrata Jha

Dear Namrata,

Congratulations! We're excited to offer you a full-time position as a Software Engineer at GitHub India Private Limited ("We", "GitHub" or the "Company"). Your designation and reporting relationship may undergo a change from time to time as may be determined by the Company.

We believe deeply in our culture and our mission and in maintaining our sense of community, respect and collaboration. We're expecting big things from you, ourselves, and for our future, and you should be justifiably proud. We want you to be able to do the best work of your life at GitHub.

We've summarized the terms that will be applicable to you upon commencement of employment below. We look forward to working with you.

1. **Compensation.** We're pleased to offer you an annualized total compensation package will be subject to the provisions below. The detailed breakdown of your Base Salary and any Variable Compensation is annexed in the Remuneration Schedule as **Attachment C** to this letter. The breakdown of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and GitHub will not be liable for any additional tax liability you may face due to such revisions. Your Compensation shall be reviewed on an annual basis and an increase, if any, will be entirely discretionary and subject to and on basis of satisfactory conduct, effective performance and GitHub's results during the period. Please note the fact that an increment has been granted for some months or years, successive or not, will never be interpreted as an acquired right, and GitHub reserves the discretion to grant or refuse an increment.

    a. **Base Salary.** We're pleased to offer you an annualized base salary of INR 13,22,000, less any applicable withholding, payroll or other taxes or required deductions. Your salary will be paid according to GitHub's standard payroll practices. Currently, that means that you'll get paid monthly, in arrears. Instead of hard copy payslips, GitHub policy calls for electronic payslips, which you hereby agree to.

DocuSigned by:
Namrata Jha
68978831A558430...

Signature of Candidate

GitHub India Private Limited

April 9, 2021

Amisha Gupta

Banasthali Vidyapith
Niwai Jodhpuriya Road
Vanasthali
Rajasthan
India
304022

Dear Amisha,

We are delighted to offer you employment with Goldman Sachs Services Private Limited ("GSSPL" or "the firm") as an Analyst in the Engineering Division in Bengaluru.

The enclosed Statement of Terms and Conditions of Employment ("your Statement") sets out the particulars of your employment with the firm, which will apply to you upon joining.

You will be expected to comply with the policies and procedures as outlined in the India Employee Handbook.

Conditions of Employment

Your offer of employment with GSSPL and after the commencement of your employment, your continuing employment with GSSPL is conditional upon:

- satisfactory results of a pre and post-employment background checks, reference, criminal, credit, education checks and other necessary checks
- your not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with the firm
- your eligibility to work in India. Under Indian Immigration laws, foreign nationals must have appropriate employment visas before their employment commences
- your obtaining any relevant registration, qualification or licences, within 12 months of the commencement of your employment with the firm
- satisfactory completion of the Probationary Period
- in circumstances where your previous employer has an office in India, your providing the firm with a relieving letter from your previous employer, within 2 weeks of the commencement of your employment
- you agree that you will cooperate fully with the Firm (and its respective counsel, if applicable) in connection with any client matter, inquiry, investigation, administrative proceeding, litigation or dispute relating to any matter relating to the Firm in which the Firm believes you were involved or of which you have knowledge. These obligations survive the termination of your employment
- for candidates who were referred to Goldman Sachs by a government official or by an employee of a client or prospective client of Goldman Sachs, or who have a close personal or financial connection to such individuals, the Firm's offer of employment is conditional on resolution of any actual or perceived conflict of interest. In some instances, this will include a confirmation from the applicable client, prospective client or government entity that it is aware of the referral or relationship

In due course you will be required to complete an employment health questionnaire.

Immigration

When you accept this offer, please confirm whether you will need to obtain an employment visa. If you are an Indian national, for administrative purposes it would be useful if you could provide a copy of the first page of your passport and any other relevant stamped pages with your signed offer letter.

We will assist you in applying for an employment visa, although we cannot guarantee the outcome of the application.

Accepting this offer

We hope that you will accept our offer, in which case please do the following:

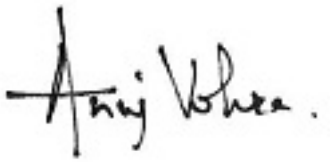
- signify your acceptance of this offer by signing this offer letter, your Statement and the enclosed Verification of Employee Details Authorisation
- insert your start date in section 3.1 of your Statement. If you do not know your start date, we will assume that your employment with the firm will start when your employment with your current employer comes to an end, unless you tell us otherwise
- complete on-line forms. Details as to how to access the appropriate website will be sent to you upon receipt of your signed offer letter, Statement and Verification of Employee Details Authorisation. If you do not complete the on-line forms before you join us, your first salary payment will be delayed. **The firm's background checks will include verification of the information given on the on-line forms and so it is essential that the information is complete and accurate.** The provision of misleading, false or inaccurate information, or the omission of a material fact, may be legitimate cause for the immediate withdrawal of this offer of employment or, once you have joined the firm, for disciplinary action up to and including dismissal. In signing this offer letter, you accept the statements and agree to the authorities given by you as set out in the Verification of Employee Details Authorisation
- if you need an employment visa, please contact Samuel Justus at 080-46216372

[This space is intentionally left blank. Signature required on the following page.]

Once you have completed and signed all these documents, please return them to Human Capital Management in the envelope provided. This offer is valid until April 30, 2021, after which time it will lapse.

We look forward to your joining the firm.

Yours sincerely,



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited

_____

Amisha Gupta

_____

(Date)

Are you legally authorized to work in India? Yes [ ]; No [ ];

Will you now or in the future require sponsorship for employment visa status? Yes [ ]; No [ ];

Before you commence employment we would prefer to correspond with you via e-mail. If you have a private e-mail address or a work e-mail that you are happy to use, please put it here.

Email address:_____

GOLDMAN SACHS SERVICES PRIVATE LIMITED

This Statement sets out the terms and conditions of your employment with Goldman Sachs Services Private Limited ("GSSPL" or "the firm"). This statement, together with your offer letter, constitutes your contract of employment with GSSPL. In addition, the India Employee Handbook as amended from time to time contains the policies and procedures with which you will be expected to comply. If there is a conflict between the provisions of this Statement and the Employee Handbook, this Statement will prevail. This Statement replaces and supersedes all other agreements, written or oral, with respect to its subject matter. GSSPL reserves the right to amend this Statement if necessary to comply with applicable law.

1. Employee: Amisha Gupta

2. Employer and Job Title

2.1 You will be employed as an Analyst by Goldman Sachs Services Private Limited ("GSSPL" or "the firm") or in any other commensurate capacity as the firm may decide. Although you will be employed by the firm, the firm shall be permitted to supply your services to other entities from time to time controlling, controlled by or under common control with GSSPL (GSSPL together with such entities, collectively defined as "Goldman Sachs"). During your employment by the firm, you shall (unless prevented by ill health or accident or by virtue of absence on vacation/holiday or absence otherwise authorised by the firm) devote your time, attention and abilities to the business of Goldman Sachs. You shall at all times act in the best interests of Goldman Sachs and shall accept any additional office or position without further remuneration in any Goldman Sachs entity at any time and, in that event, you shall execute all such documents and agreements as the firm may consider reasonably necessary for this purpose.

2.2 You are required to work exclusively for the firm unless you obtain prior written consent from the firm in respect of your involvement in outside employment or business activities.

3. Date of Employment

3.1 Your employment (and your period of continuous employment) with GSSPL will commence on _____. Your employment with GSSPL will be subject to an initial probationary period of 180 days from the commencement of your employment. Subject to your performance during the probationary period, the firm reserves the right, at its sole discretion, to extend the probationary period for such period of time as it sees fit (the initial 180 day period and any extension to it, being the "Probationary Period"). During the probationary period you or the firm may terminate your employment on 24 hours written notice. At the expiry of the probationary period, unless otherwise communicated to you by the firm at its sole discretion, your employment with the firm will be deemed to be confirmed, subject to continued satisfactory job performance and the rest of this agreement, including Paragraph 9.

3.2 Notwithstanding the other provisions of this Statement, your employment will automatically terminate on your 58th birthday unless extended by the firm by written agreement.

4. Compensation

4.1 Your basic salary will be INR 800,000 per annum, payable monthly, less tax or other withholdings and applicable deductions as required by law or in accordance with firm policy.

4.2 You will receive a housing allowance of 40% of your annual basic salary which will be INR 320,000 per annum payable monthly less tax or other withholdings as required by law.

4.3 You will receive transport allowance at the rate of INR 19,200 per annum payable monthly less tax or other withholdings as required by law.

4.4 The firm will make contributions towards the Employees' Provident Fund Scheme of 12% of your annual basic salary which will be INR 96,000. You will also be required to pay 12% of your annual basic salary towards the provident fund. Such contributions will be deducted by the firm from your basic salary.

4.5 You will receive a special allowance of INR 364,800 per annum less tax or other withholdings as required by law.

4.6 In summary, your minimum per annum cost to company for fiscal year 2021 will be INR 1,600,000. Since you will be joining the firm after the beginning of fiscal year 2021, your total compensation will be pro-rated for the actual time of your active employment during the fiscal year. When Goldman Sachs determines your per annum total compensation, it will take into account your annualized Goldman Sachs cost to company and not any salary you may have received from a former employer. All amounts paid to you will be subject to applicable deductions.

4.7 In addition as soon as practicable after commencing employment with the firm you will receive a one-time payment of INR 300,000, payable less tax or other withholdings as required by law. Should you leave the firm

for any reason or cease active employment before 18 months from the commencement of your employment, you will be expected to reimburse the firm in the amount of INR 300,000.

4.8 Your indicative target bonus for fiscal year 2021 (January 2021 to December 2021) is INR 400,000. Notwithstanding the above, your actual bonus for fiscal year 2021 and the timing for payment of the same (generally paid in January of 2022) is subject to the complete and sole discretion of Goldman Sachs and could be at, above or below your indicative target bonus, based on various factors including the firm's performance, your division's performance, your individual performance, anticipated contribution and the competitive environment.

If you are an active employee as at fiscal year end, and have been in active employment at some time during the fiscal year you may be eligible to receive discretionary compensation (bonus). Since you will be joining the firm after the beginning of fiscal year 2021, any discretionary compensation will be pro- rated for the actual time of your active employment during the fiscal year. For fiscal year 2021 and any subsequent year, you will not be eligible for any discretionary compensation if you leave the firm for any reason or cease active employment before fiscal year-end, or if you have given or received notice of termination before fiscal year-end. When Goldman Sachs determines your per annum total compensation, it will take into account your annualized Goldman Sachs cost to company and not any salary you may have received from a former employer. All amounts paid to you will be subject to applicable deductions.

4.9 For years subsequent to 2021, your compensation will be reviewed at least annually; each person's compensation may be influenced by, among other things, his or her performance, his or her anticipated contributions and the firm's results. Discretionary compensation is not a part of the salary of the employee even if paid consistently over a period of years. Discretionary compensation, if any, will be payable in the subsequent fiscal year, on a date and in a manner to be determined by the firm.

4.10 Consistent with other similarly compensated employees, all or part of any discretionary compensation that you may receive in 2021 or future years may be satisfied with cash and/or a non-cash award (which may vest in the future), at the firm's sole discretion. In the event of a non-cash award, the firm will determine value, the nature of the equity interest and other conditions that are attached to the award. Such other conditions may include (but not be limited to) vesting conditions, an increased period of notice of termination of employment, and the like, and the firm's decision in this regard will be final. You should be aware that by accepting a change to your notice period as a condition of receiving a non-cash award, you would be accepting a permanent change to your terms and conditions of employment.

5. Place of Work

5.1 The firm's primary office is in Bengaluru although you may be required to work in any of the firm's other offices in India.

5.2 During your employment, you may be required to travel within India and around the world on business for the firm. You may also be required to work on a temporary basis in any of the firm's international offices either for training purposes or to provide short term cover in that office. In such circumstances the firm will provide you with appropriate assistance.

5.3 In the performance of your role or at the request of your manager(s) you may be required to travel as an international business visitor. The tax treatment of international business visitors varies depending on the country visited and the terms of any double tax treaties in place. The firm does not protect or otherwise compensate business visitors for the tax and/or social security arising and you will be responsible for any personal tax and/or social security payable in the location of travel. To the extent required by local law, the firm will withhold or deduct any applicable payroll taxes, social security or similar obligations from your compensation. You should also refer to the Global Business Visitor Tax Policy.

6. Hours of Work

6.1 Your minimum weekly hours of work are 40 per week between Monday and Friday inclusive but you will be required to work such additional hours as are necessary to meet the business demands of your job.

6.2 You may be required to work either on day or on night shifts and which shift pattern you will be required be required to work, will be determined by and communicated to you by your manager. Your hours of work and shift timings may be subject to variation depending on the schedule operated by your Department, for which you will be notified of from time to time. If your pattern of work is varied, you will be informed in writing of any change. You may be eligible for a shift allowance subject to the shift pattern you are required to work. You should note that your entitlement to paid holiday and shift allowance may decrease or increase in the

event that your pattern of work is altered.

7. Annual Vacation and Holidays

7.1 You will be entitled to 20 days' paid vacation in a full holiday year, which runs from 1 January to 31 December. This will be pro-rated in your first and last years of service and details of the pro-rated entitlement will be set out in the India Employee Handbook.

7.2 In addition, you will be entitled to 10 days paid public holidays details of which will be provided to you at the start of each holiday year and which may be subject to change on an annual basis.

7.3 On the termination of your employment you will be paid in respect of any accrued but untaken vacation. If you have exceeded your accrued vacation entitlement, you hereby consent to the excess being deducted from any sums due to you by the firm on termination.

7.4 You may be required by the firm to take any outstanding vacation entitlement during your notice period.

7.5 Further details about vacation entitlement, including how to book vacation, are contained in the India Employee Handbook. Details of authorised vacation other than vacation entitlement are also found in the India Employee Handbook.

8. Sickness

8.1 If you are absent due to sickness and, provided that you comply with the firm's notification procedures as set out in the India Employee Handbook, you may be paid your salary and usual benefits and allowances at the firm's discretion (less any state benefits that you may claim and any applicable deductions) and usual benefits and allowances at the firm's discretion. Further details of sickness absence and sick pay are detailed in the India Employee Handbook.

8.2 Entitlement to the firm's sick pay scheme is at the firm's discretion and subject to the firm's right to terminate your employment at any time in accordance with the firm's notice provisions set out in paragraph 9 below.

8.3 In connection with your absence, the firm may require you to undergo a medical examination by its nominated doctor or consultant. The firm may also elect, with your consent, to consult your own doctor.

9. Notice Entitlement

9.1 Subject to sub-paragraph 9.2 below and / or other than during the Probationary Period (if applicable), the minimum period of notice that the Firm will give you to terminate your employment is **30 days**. The minimum period of written notice that you are required to give the Firm is 30 days.

9.2 Notwithstanding sub-paragraph 9.1, the Firm reserves the right to terminate your contract without any notice if it has reasonable grounds to believe that you are guilty of serious or gross misconduct (which shall, without limitation, include any breach of any of the provisions of this contract of employment), in which case no notice or pay in lieu of notice will be due.

9.3 The Firm reserves the right to require you to remain at home and/or not to undertake all or any of your duties of employment and/or not to contact certain clients or colleagues during part or all of any period of notice of termination of your employment (whether given by you or the Firm), provided that your cost to company is paid and contractual benefits are provided in the usual way. For the avoidance of doubt, you will continue to be bound by your duties and obligations to the Firm until the end of the notice period.

9.4 Instead of a period of notice pursuant to sub-paragraph 9.1 above or any other period of notice applicable to your employment at the relevant time, the Firm may, at its discretion, elect to pay you a sum equivalent to the cost to company (but not benefits) which you would have received during your notice period.

10. Termination Gratuity

10.1 You will be entitled to Gratuity in accordance with the Payment of Gratuity Act 1972 provided you meet the eligibility criteria set out therein. Further details are provided in the India Employee Handbook.

10.2 In considering any payments due to you on termination of employment whether discretionary or not the firm will deem any Gratuity due to you as being inclusive of or in lieu of any payments due to you on termination of employment.

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11. Benefits and Allowances

11.1 The firm offers a number of discretionary benefits to employees during employment. There is no contractual entitlement to these benefits and these may be withdrawn or varied at any time. Detailed below is a summary of the benefits currently available and the provision of any such benefit will be subject always to the rules and/or policy (as amended from time to time) governing the provision of such benefit.

11.2 The firm will provide medical insurance cover for hospitalisation treatment, subject to any underwriting requirements or limits imposed by the insurer. Coverage is provided for 5 family members (which can be your spouse, children or dependent parents), if applicable.

11.3 The firm will provide accidental death insurance cover, which will pay a benefit of three times your annual cost to company to your beneficiaries, and life insurance cover of three times your annual cost to company. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

12. Discipline and Grievance

12.1 The firm's disciplinary policy is contained in the Employee Handbook. Whilst the disciplinary process does not form part of your contract of employment, the disciplinary rules do. Disciplinary sanctions may include oral or written warnings and the firm reserves the right to terminate your employment (with or without notice or payment in lieu of notice, at the discretion of the firm), transfer you to another position, to demote you or to impose a financial penalty, if appropriate. If it appears that you have committed an act of serious or gross misconduct, you may be suspended from your duties, pending the outcome of the firm's investigation into the alleged misconduct.

12.2 If you are dissatisfied with a disciplinary decision taken against you, you should contact Human Capital Management, which will arrange for your concern to be raised with the appropriate person.

12.3 If you have a grievance, you may raise the matter with the person you report to either in writing or in person or you may use the firm's formal grievance procedure, details of which are set out in the Employee Handbook.

13. Deductions

13.1 You agree as a term of your employment with the firm that the firm shall be entitled at any time during your employment, or in any event on termination, to deduct from your actual total compensation any monies due from you to the firm, including but not limited to:

- any debt or advance for the time being owed by you to the firm or to any Goldman Sachs entity; and; any deduction relating to leave or holiday taken in excess of entitlement as at the date of the termination of employment; and
- any deduction in respect of costs incurred by the firm or the cost of repairing damage to the firm's property caused by you (and of recovering the same); and any other money owed by you to the firm.

14. Confidential and Proprietary Information

14.1 In connection with your employment by the firm, you may have access to non-public information and materials, including but not limited to information and materials describing or relating to the business and financial affairs, personnel matters, operating procedures, organisational responsibilities, marketing matters, and policies or procedures of Goldman Sachs or its Managing Directors, employees, clients or other third parties; or the personal affairs of Managing Directors or employees ("Confidential and Proprietary Information and Materials"). With respect to such Confidential and Proprietary Information and Materials, you agree that:

- Confidential and Proprietary Information and Materials shall be used only as authorised and only for the purposes intended by Goldman Sachs; and
- you will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorised uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any Managing Director or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies to authorised writings of any kind containing such information or materials, including books and articles; and
- unless you have prior written authorisation from Goldman Sachs, you will not publicise, disclose or allow disclosure of any information about Goldman Sachs, its present or former Managing Directors, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organisation responsibilities, marketing matters and policies or procedures, or any aspects of your candidacy for employment or your tenure as an employee of the firm or of the termination of such

employment, with any reporter, author, producer or similar person or entity, or take any other action seeking to publicise or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audiotape or any other medium; and

- while employed by the firm, you will not disclose or use without authorisation any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or third party; and
- upon the termination of your employment (or earlier if requested by the firm), you will return to Goldman Sachs all originals and copies of documents and other materials relating to Goldman Sachs or containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

14.2 You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work, including, but not limited to, any invention, discoveries, concepts, ideas or information, conceived by you in the course of your employment with Goldman Sachs, and all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by the firm, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

14.3 The obligations set out in this paragraph shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

15. Compliance

15.1 You must review and comply with the policies and procedures outlined in the India employee Handbook. Also, you will be expected to comply with the firm's code of business conduct and ethics and applicable policies published in the firm's compendium of policies. Specifically, on personal compliance policies, as related to maintaining Brokerage accounts, Demat accounts, Investment accounts (Collectively, "Covered Accounts") and making Private Investments, you and your related parties must disclose and obtain appropriate pre clearance approval. If you wish to maintain Brokerage / Demat account(s), they need to be held with a designated broker approved by Goldman Sachs. India based employees are allowed to only open and maintain the covered account/s exclusively with Kotak Securities (Designated Broker) or any other broker that the firm may designate from time to time after seeking appropriate approval from Compliance. There are also divisional specific policies around personal trading, which you will need to adhere to. As for personal outside activities, you will be required to pre-clear your existing and all future external engagements and the firm reserves the right to not approve / allow any external engagement / activity at its discretion. Notwithstanding the generality of the foregoing, in general, the firm will not approve 'for profit' directorship, or any activities that could cause conflict to your role or reputational risk to the firm.

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16. Regulatory Authorities

16.1 It is a condition of your employment to comply with the rules of any organization by which Goldman Sachs is regulated, or with whom Goldman Sachs may be registered as amended from time to time.

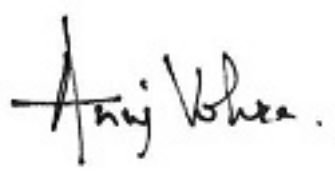
17. Miscellaneous

17.1 The terms and conditions of this contract of employment shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this contract of employment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Bengaluru. The language of arbitration shall be English.

Signed _____

Dated _____

Signed



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited

VERIFICATION OF EMPLOYEE DETAILS AUTHORISATION

In signing below I confirm that the information I will be providing in the on-line forms will be complete, accurate and true. I understand that this offer of employment is conditional upon the verification, to the firm's entire satisfaction, of any or all of the information I will be supplying and that if any of the information I provide is found to be misleading, false or otherwise inaccurate, the firm may in its sole discretion withdraw this offer of employment or, if I have already commenced employment with the firm, take disciplinary action (up to and including dismissal) against me.

I understand that the firm and/or any persons or organisation acting on the firm's behalf (which may include third parties outside the Goldman Sachs group) (hereinafter, "you") may, to the extent permitted by law, procure, process and store information from any individual, company, institution or other body which you consider necessary or desirable for the assessment of my suitability for employment. I understand and agree that this will include the verification of the information I will be providing in the on-line forms and may well include the obtaining of documents and/or information covered by various data protection laws, of investigative and consumer credit reports which may contain information regarding my background, character, legal history, credit worthiness and personal reputation. I also understand and agree that you may perform reference checks of my employment (including any current employment unless I have otherwise instructed). I also agree that, during the course of my employment with the firm, a consumer or investigative report may be procured in connection with subsequent employment decisions. I understand that you agree that you will not use or publish any such documents and/or information save as is reasonably required by the firm in respect of my application for employment by it. I authorise you to carry out all such investigations as are described above. I hereby explicitly consent to the processing by you of personal data (including sensitive personal data) and understand and accept that this data may be transferred to and processed outside the country. I understand that, upon my written request, I will be advised of the name and address of each consumer reporting agency from which a consumer report or investigative report may have been obtained.

I confirm that in carrying out such enquiries and investigations you are entitled to and will rely upon the consents and authorities I have given. I further agree that you and any person or entity supplying information shall incur no liability whatsoever in respect of any document or information supplied as a result of or obtained through such inquiries and investigations. This shall be the case whether the content of any such document obtained is accurate or inaccurate and/or any information is true or untrue.

Print Name: _____

Signature: _____ Date: _____

India Compensation & Benefits Structure

Please note, the below summary does not form part of your terms and conditions of employment and is provided for illustrative purposes only. The benefits may change from time to time at the discretion of the firm.

To assist you in reviewing the offer we have made to you we set out below a summary of the compensation and benefits structure which will be afforded to you should you accept the offer of employment with the firm. For specific information regarding compensation and benefits you should refer to the terms and conditions of your employment or the firm's policies and procedures as appropriate.

Components of Cost to Company (CTC)

Components	**Definition**	**Figures**
Basic Salary	50% of CTC (cost to company)	INR 800,000
Housing Allowance	40% of your annual Basic Salary payable monthly	INR 320,000
Employer's Provident Fund	Firms contribution towards the Employees Provident Fund Scheme at the rate of 12% of your annual Basic Salary	INR 96,000
Transport Allowance(1)	Transport Allowance payable monthly	INR 19,200
Special Allowance	Allocations(2) may be made from Special Allowance as per the India Income Tax guidelines. Any unallocated amount will be paid out monthly after deduction of applicable taxes	INR 364,800

(1)For persons with disabilities, allowance per the Income Tax guidelines will apply.

(2)Leave Travel Allowance (LTA) up to 12.5% of Basic or INR 75,000 per annum whichever is lower.

Telephone bills reimbursement – up to a max of INR 24,000 per annum.

National Pension System - up to max 10% of Basic Salary per annum.

The composition of the Special Allowance may be changed by the firm at any time and is subject to annual review.

Provident Fund - in accordance with the law in India the firm pays 12% of the 'basic salary' to the provident fund. A contribution of 12% is required to be paid by both the employer and the employee. The amount shown in the CTC is the contribution by the employer. There will be a monthly deduction of a similar amount from your pay covering the required employee contributions.

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Other Compensation and Benefits

Discretionary Compensation - If you are an active employee and have not given or received notice of termination as at the fiscal year end you ***may be*** eligible to receive discretionary compensation. As you will be joining the firm after the beginning of the fiscal year 2021, such discretionary compensation will be prorated for the actual time of your active employment during the fiscal year. Discretionary compensation is not a part of guaranteed annual salary of the employee even if paid consistently over a period of years. Discretionary compensation payments will be payable in the subsequent fiscal year on a date, and in a manner, to be determined by the firm. **Please note that this discretionary compensation and eligibility to receive this compensation is at the discretion of the firm.** As you will be joining the firm after the beginning of the fiscal year 2021, such discretionary compensation will be prorated for the actual time of your active employment during the fiscal year.

Medical Insurance - the firm provides insurance cover for hospitalization treatment, subject to any underwriting requirements or limits imposed by the insurer. Coverage for family is provided (employee and five dependants which can be spouse, children or parents) if applicable.

Maximum annual benefit limit is INR 500,000 per family. This insurance cover will be subject to any underwriting requirements, conditions or limits imposed by the insurer.

Accidental Death/Permanent Disability Insurance - the firm provides accidental death insurance cover, in the event of death or permanent disability a sum equal to three times annual cost to company is paid, in the event of permanent partial disability a percentage will be determined and paid based on guidelines in the policy. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

Life Insurance - the firm will provide life insurance cover of three times your annual cost to company. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

Termination Gratuity - you will be entitled to gratuity in accordance with the Payment of Gratuity Act 1972 provided you meet the eligibility criteria set out therein. Compulsory termination payments on leaving after four years and eight months continuous service or, at any time, due to death or disability. Forfeiture will apply if termination due to negligence or misconduct.

April 9, 2021

Anshika Awasthi

Banasthali Vidyapith
Niwai Jodhpuriya Road
Vanasthali
Rajasthan
India
304022

Dear Anshika,

We are delighted to offer you employment with Goldman Sachs Services Private Limited ("GSSPL" or "the firm") as an Engineering Analyst in the Risk Division in Bengaluru.

The enclosed Statement of Terms and Conditions of Employment ("your Statement") sets out the particulars of your employment with the firm, which will apply to you upon joining.

You will be expected to comply with the policies and procedures as outlined in the India Employee Handbook.

Conditions of Employment

Your offer of employment with GSSPL and after the commencement of your employment, your continuing employment with GSSPL is conditional upon:

- satisfactory results of a pre and post-employment background checks, reference, criminal, credit, education checks and other necessary checks
- your not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with the firm
- your eligibility to work in India. Under Indian Immigration laws, foreign nationals must have appropriate employment visas before their employment commences
- your obtaining any relevant registration, qualification or licences, within 12 months of the commencement of your employment with the firm
- satisfactory completion of the Probationary Period
- in circumstances where your previous employer has an office in India, your providing the firm with a relieving letter from your previous employer, within 2 weeks of the commencement of your employment
- you agree that you will cooperate fully with the Firm (and its respective counsel, if applicable) in connection with any client matter, inquiry, investigation, administrative proceeding, litigation or dispute relating to any matter relating to the Firm in which the Firm believes you were involved or of which you have knowledge. These obligations survive the termination of your employment
- for candidates who were referred to Goldman Sachs by a government official or by an employee of a client or prospective client of Goldman Sachs, or who have a close personal or financial connection to such individuals, the Firm's offer of employment is conditional on resolution of any actual or perceived conflict of interest. In some instances, this will include a confirmation from the applicable client, prospective client or government entity that it is aware of the referral or relationship

In due course you will be required to complete an employment health questionnaire.

Immigration

When you accept this offer, please confirm whether you will need to obtain an employment visa. If you are an Indian national, for administrative purposes it would be useful if you could provide a copy of the first page of your passport and any other relevant stamped pages with your signed offer letter.

We will assist you in applying for an employment visa, although we cannot guarantee the outcome of the application.

Accepting this offer

We hope that you will accept our offer, in which case please do the following:

- signify your acceptance of this offer by signing this offer letter, your Statement and the enclosed Verification of Employee Details Authorisation
- insert your start date in section 3.1 of your Statement. If you do not know your start date, we will assume that your employment with the firm will start when your employment with your current employer comes to an end, unless you tell us otherwise
- complete on-line forms. Details as to how to access the appropriate website will be sent to you upon receipt of your signed offer letter, Statement and Verification of Employee Details Authorisation. If you do not complete the on-line forms before you join us, your first salary payment will be delayed. **The firm's background checks will include verification of the information given on the on-line forms and so it is essential that the information is complete and accurate.** The provision of misleading, false or inaccurate information, or the omission of a material fact, may be legitimate cause for the immediate withdrawal of this offer of employment or, once you have joined the firm, for disciplinary action up to and including dismissal. In signing this offer letter, you accept the statements and agree to the authorities given by you as set out in the Verification of Employee Details Authorisation
- if you need an employment visa, please contact Samuel Justus at 080-46216372

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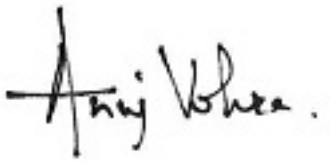
Once you have completed and signed all these documents, please return them to Human Capital Management in the envelope provided. This offer is valid until April 30, 2021, after which time it will lapse.

We look forward to your joining the firm.

Yours sincerely,



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited

_____

Anshika Awasthi

_____

(Date)

Are you legally authorized to work in India? Yes [ ]; No [ ];

Will you now or in the future require sponsorship for employment visa status? Yes [ ]; No [ ];

Before you commence employment we would prefer to correspond with you via e-mail. If you have a private e-mail address or a work e-mail that you are happy to use, please put it here.

Email address:_____

GOLDMAN SACHS SERVICES PRIVATE LIMITED

This Statement sets out the terms and conditions of your employment with Goldman Sachs Services Private Limited ("GSSPL" or "the firm"). This statement, together with your offer letter, constitutes your contract of employment with GSSPL. In addition, the India Employee Handbook as amended from time to time contains the policies and procedures with which you will be expected to comply. If there is a conflict between the provisions of this Statement and the Employee Handbook, this Statement will prevail. This Statement replaces and supersedes all other agreements, written or oral, with respect to its subject matter. GSSPL reserves the right to amend this Statement if necessary to comply with applicable law.

1. Employee: Anshika Awasthi

2. Employer and Job Title

2.1 You will be employed as an Analyst by Goldman Sachs Services Private Limited ("GSSPL" or "the firm") or in any other commensurate capacity as the firm may decide. Although you will be employed by the firm, the firm shall be permitted to supply your services to other entities from time to time controlling, controlled by or under common control with GSSPL (GSSPL together with such entities, collectively defined as "Goldman Sachs"). During your employment by the firm, you shall (unless prevented by ill health or accident or by virtue of absence on vacation/holiday or absence otherwise authorised by the firm) devote your time, attention and abilities to the business of Goldman Sachs. You shall at all times act in the best interests of Goldman Sachs and shall accept any additional office or position without further remuneration in any Goldman Sachs entity at any time and, in that event, you shall execute all such documents and agreements as the firm may consider reasonably necessary for this purpose.

2.2 You are required to work exclusively for the firm unless you obtain prior written consent from the firm in respect of your involvement in outside employment or business activities.

3. Date of Employment

3.1 Your employment (and your period of continuous employment) with GSSPL will commence on _____. Your employment with GSSPL will be subject to an initial probationary period of 180 days from the commencement of your employment. Subject to your performance during the probationary period, the firm reserves the right, at its sole discretion, to extend the probationary period for such period of time as it sees fit (the initial 180 day period and any extension to it, being the "Probationary Period"). During the probationary period you or the firm may terminate your employment on 24 hours written notice. At the expiry of the probationary period, unless otherwise communicated to you by the firm at its sole discretion, your employment with the firm will be deemed to be confirmed, subject to continued satisfactory job performance and the rest of this agreement, including Paragraph 9.

3.2 Notwithstanding the other provisions of this Statement, your employment will automatically terminate on your 58th birthday unless extended by the firm by written agreement.

4. Compensation

4.1 Your basic salary will be INR 800,000 per annum, payable monthly, less tax or other withholdings and applicable deductions as required by law or in accordance with firm policy.

4.2 You will receive a housing allowance of 40% of your annual basic salary which will be INR 320,000 per annum payable monthly less tax or other withholdings as required by law.

4.3 You will receive transport allowance at the rate of INR 19,200 per annum payable monthly less tax or other withholdings as required by law.

4.4 The firm will make contributions towards the Employees' Provident Fund Scheme of 12% of your annual basic salary which will be INR 96,000. You will also be required to pay 12% of your annual basic salary towards the provident fund. Such contributions will be deducted by the firm from your basic salary.

4.5 You will receive a special allowance of INR 364,800 per annum less tax or other withholdings as required by law.

4.6 In summary, your minimum per annum cost to company for fiscal year 2021 will be INR 1,600,000. Since you will be joining the firm after the beginning of fiscal year 2021, your total compensation will be pro-rated for the actual time of your active employment during the fiscal year. When Goldman Sachs determines your per annum total compensation, it will take into account your annualized Goldman Sachs cost to company and not any salary you may have received from a former employer. All amounts paid to you will be subject to applicable deductions.

4.7 In addition as soon as practicable after commencing employment with the firm you will receive a one-time payment of INR 300,000, payable less tax or other withholdings as required by law. Should you leave the firm

for any reason or cease active employment before 18 months from the commencement of your employment, you will be expected to reimburse the firm in the amount of INR 300,000.

4.8 Your indicative target bonus for fiscal year 2021 (January 2021 to December 2021) is INR 400,000. Notwithstanding the above, your actual bonus for fiscal year 2021 and the timing for payment of the same (generally paid in January of 2022) is subject to the complete and sole discretion of Goldman Sachs and could be at, above or below your indicative target bonus, based on various factors including the firm's performance, your division's performance, your individual performance, anticipated contribution and the competitive environment.

If you are an active employee as at fiscal year end, and have been in active employment at some time during the fiscal year you may be eligible to receive discretionary compensation (bonus). Since you will be joining the firm after the beginning of fiscal year 2021, any discretionary compensation will be pro- rated for the actual time of your active employment during the fiscal year. For fiscal year 2021 and any subsequent year, you will not be eligible for any discretionary compensation if you leave the firm for any reason or cease active employment before fiscal year-end, or if you have given or received notice of termination before fiscal year-end. When Goldman Sachs determines your per annum total compensation, it will take into account your annualized Goldman Sachs cost to company and not any salary you may have received from a former employer. All amounts paid to you will be subject to applicable deductions.

4.9 For years subsequent to 2021, your compensation will be reviewed at least annually; each person's compensation may be influenced by, among other things, his or her performance, his or her anticipated contributions and the firm's results. Discretionary compensation is not a part of the salary of the employee even if paid consistently over a period of years. Discretionary compensation, if any, will be payable in the subsequent fiscal year, on a date and in a manner to be determined by the firm.

4.10 Consistent with other similarly compensated employees, all or part of any discretionary compensation that you may receive in 2021 or future years may be satisfied with cash and/or a non-cash award (which may vest in the future), at the firm's sole discretion. In the event of a non-cash award, the firm will determine value, the nature of the equity interest and other conditions that are attached to the award. Such other conditions may include (but not be limited to) vesting conditions, an increased period of notice of termination of employment, and the like, and the firm's decision in this regard will be final. You should be aware that by accepting a change to your notice period as a condition of receiving a non-cash award, you would be accepting a permanent change to your terms and conditions of employment.

5. Place of Work

5.1 The firm's primary office is in Bengaluru although you may be required to work in any of the firm's other offices in India.

5.2 During your employment, you may be required to travel within India and around the world on business for the firm. You may also be required to work on a temporary basis in any of the firm's international offices either for training purposes or to provide short term cover in that office. In such circumstances the firm will provide you with appropriate assistance.

5.3 In the performance of your role or at the request of your manager(s) you may be required to travel as an international business visitor. The tax treatment of international business visitors varies depending on the country visited and the terms of any double tax treaties in place. The firm does not protect or otherwise compensate business visitors for the tax and/or social security arising and you will be responsible for any personal tax and/or social security payable in the location of travel. To the extent required by local law, the firm will withhold or deduct any applicable payroll taxes, social security or similar obligations from your compensation. You should also refer to the Global Business Visitor Tax Policy.

6. Hours of Work

6.1 Your minimum weekly hours of work are 40 per week between Monday and Friday inclusive but you will be required to work such additional hours as are necessary to meet the business demands of your job.

6.2 You may be required to work either on day or on night shifts and which shift pattern you will be required be required to work, will be determined by and communicated to you by your manager. Your hours of work and shift timings may be subject to variation depending on the schedule operated by your Department, for which you will be notified of from time to time. If your pattern of work is varied, you will be informed in writing of any change. You may be eligible for a shift allowance subject to the shift pattern you are required to work. You should note that your entitlement to paid holiday and shift allowance may decrease or increase in the

event that your pattern of work is altered.

7. Annual Vacation and Holidays

7.1 You will be entitled to 20 days' paid vacation in a full holiday year, which runs from 1 January to 31 December. This will be pro-rated in your first and last years of service and details of the pro-rated entitlement will be set out in the India Employee Handbook.

7.2 In addition, you will be entitled to 10 days paid public holidays details of which will be provided to you at the start of each holiday year and which may be subject to change on an annual basis.

7.3 On the termination of your employment you will be paid in respect of any accrued but untaken vacation. If you have exceeded your accrued vacation entitlement, you hereby consent to the excess being deducted from any sums due to you by the firm on termination.

7.4 You may be required by the firm to take any outstanding vacation entitlement during your notice period.

7.5 Further details about vacation entitlement, including how to book vacation, are contained in the India Employee Handbook. Details of authorised vacation other than vacation entitlement are also found in the India Employee Handbook.

8. Sickness

8.1 If you are absent due to sickness and, provided that you comply with the firm's notification procedures as set out in the India Employee Handbook, you may be paid your salary and usual benefits and allowances at the firm's discretion (less any state benefits that you may claim and any applicable deductions) and usual benefits and allowances at the firm's discretion. Further details of sickness absence and sick pay are detailed in the India Employee Handbook.

8.2 Entitlement to the firm's sick pay scheme is at the firm's discretion and subject to the firm's right to terminate your employment at any time in accordance with the firm's notice provisions set out in paragraph 9 below.

8.3 In connection with your absence, the firm may require you to undergo a medical examination by its nominated doctor or consultant. The firm may also elect, with your consent, to consult your own doctor.

9. Notice Entitlement

9.1 Subject to sub-paragraph 9.2 below and / or other than during the Probationary Period (if applicable), the minimum period of notice that the Firm will give you to terminate your employment is **30 days**. The minimum period of written notice that you are required to give the Firm is 30 days.

9.2 Notwithstanding sub-paragraph 9.1, the Firm reserves the right to terminate your contract without any notice if it has reasonable grounds to believe that you are guilty of serious or gross misconduct (which shall, without limitation, include any breach of any of the provisions of this contract of employment), in which case no notice or pay in lieu of notice will be due.

9.3 The Firm reserves the right to require you to remain at home and/or not to undertake all or any of your duties of employment and/or not to contact certain clients or colleagues during part or all of any period of notice of termination of your employment (whether given by you or the Firm), provided that your cost to company is paid and contractual benefits are provided in the usual way. For the avoidance of doubt, you will continue to be bound by your duties and obligations to the Firm until the end of the notice period.

9.4 Instead of a period of notice pursuant to sub-paragraph 9.1 above or any other period of notice applicable to your employment at the relevant time, the Firm may, at its discretion, elect to pay you a sum equivalent to the cost to company (but not benefits) which you would have received during your notice period.

10. Termination Gratuity

10.1 You will be entitled to Gratuity in accordance with the Payment of Gratuity Act 1972 provided you meet the eligibility criteria set out therein. Further details are provided in the India Employee Handbook.

10.2 In considering any payments due to you on termination of employment whether discretionary or not the firm will deem any Gratuity due to you as being inclusive of or in lieu of any payments due to you on termination of employment.

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11. Benefits and Allowances

11.1 The firm offers a number of discretionary benefits to employees during employment. There is no contractual entitlement to these benefits and these may be withdrawn or varied at any time. Detailed below is a summary of the benefits currently available and the provision of any such benefit will be subject always to the rules and/or policy (as amended from time to time) governing the provision of such benefit.

11.2 The firm will provide medical insurance cover for hospitalisation treatment, subject to any underwriting requirements or limits imposed by the insurer. Coverage is provided for 5 family members (which can be your spouse, children or dependent parents), if applicable.

11.3 The firm will provide accidental death insurance cover, which will pay a benefit of three times your annual cost to company to your beneficiaries, and life insurance cover of three times your annual cost to company. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

12. Discipline and Grievance

12.1 The firm's disciplinary policy is contained in the Employee Handbook. Whilst the disciplinary process does not form part of your contract of employment, the disciplinary rules do. Disciplinary sanctions may include oral or written warnings and the firm reserves the right to terminate your employment (with or without notice or payment in lieu of notice, at the discretion of the firm), transfer you to another position, to demote you or to impose a financial penalty, if appropriate. If it appears that you have committed an act of serious or gross misconduct, you may be suspended from your duties, pending the outcome of the firm's investigation into the alleged misconduct.

12.2 If you are dissatisfied with a disciplinary decision taken against you, you should contact Human Capital Management, which will arrange for your concern to be raised with the appropriate person.

12.3 If you have a grievance, you may raise the matter with the person you report to either in writing or in person or you may use the firm's formal grievance procedure, details of which are set out in the Employee Handbook.

13. Deductions

13.1 You agree as a term of your employment with the firm that the firm shall be entitled at any time during your employment, or in any event on termination, to deduct from your actual total compensation any monies due from you to the firm, including but not limited to:

- any debt or advance for the time being owed by you to the firm or to any Goldman Sachs entity; and; any deduction relating to leave or holiday taken in excess of entitlement as at the date of the termination of employment; and
- any deduction in respect of costs incurred by the firm or the cost of repairing damage to the firm's property caused by you (and of recovering the same); and any other money owed by you to the firm.

14. Confidential and Proprietary Information

14.1 In connection with your employment by the firm, you may have access to non-public information and materials, including but not limited to information and materials describing or relating to the business and financial affairs, personnel matters, operating procedures, organisational responsibilities, marketing matters, and policies or procedures of Goldman Sachs or its Managing Directors, employees, clients or other third parties; or the personal affairs of Managing Directors or employees ("Confidential and Proprietary Information and Materials"). With respect to such Confidential and Proprietary Information and Materials, you agree that:

- Confidential and Proprietary Information and Materials shall be used only as authorised and only for the purposes intended by Goldman Sachs; and
- you will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorised uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any Managing Director or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies to authorised writings of any kind containing such information or materials, including books and articles; and
- unless you have prior written authorisation from Goldman Sachs, you will not publicise, disclose or allow disclosure of any information about Goldman Sachs, its present or former Managing Directors, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organisation responsibilities, marketing matters and policies or procedures, or any aspects of your candidacy for employment or your tenure as an employee of the firm or of the termination of such

employment, with any reporter, author, producer or similar person or entity, or take any other action seeking to publicise or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audiotape or any other medium; and

- while employed by the firm, you will not disclose or use without authorisation any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or third party; and
- upon the termination of your employment (or earlier if requested by the firm), you will return to Goldman Sachs all originals and copies of documents and other materials relating to Goldman Sachs or containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

14.2 You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work, including, but not limited to, any invention, discoveries, concepts, ideas or information, conceived by you in the course of your employment with Goldman Sachs, and all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by the firm, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

14.3 The obligations set out in this paragraph shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

15. Compliance

15.1 You must review and comply with the policies and procedures outlined in the India employee Handbook. Also, you will be expected to comply with the firm's code of business conduct and ethics and applicable policies published in the firm's compendium of policies. Specifically, on personal compliance policies, as related to maintaining Brokerage accounts, Demat accounts, Investment accounts (Collectively, "Covered Accounts") and making Private Investments, you and your related parties must disclose and obtain appropriate pre clearance approval. If you wish to maintain Brokerage / Demat account(s), they need to be held with a designated broker approved by Goldman Sachs. India based employees are allowed to only open and maintain the covered account/s exclusively with Kotak Securities (Designated Broker) or any other broker that the firm may designate from time to time after seeking appropriate approval from Compliance. There are also divisional specific policies around personal trading, which you will need to adhere to. As for personal outside activities, you will be required to pre-clear your existing and all future external engagements and the firm reserves the right to not approve / allow any external engagement / activity at its discretion. Notwithstanding the generality of the foregoing, in general, the firm will not approve 'for profit' directorship, or any activities that could cause conflict to your role or reputational risk to the firm.

[This space is intentionally left blank. Signature required on the following page.]

16. Regulatory Authorities

16.1 It is a condition of your employment to comply with the rules of any organization by which Goldman Sachs is regulated, or with whom Goldman Sachs may be registered as amended from time to time.

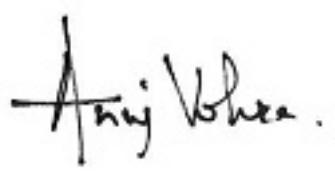
17. Miscellaneous

17.1 The terms and conditions of this contract of employment shall be governed and interpreted according to the laws of India. Any dispute, controversy or claim arising out of or in connection with this contract of employment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Bengaluru. The language of arbitration shall be English.

Signed _____

Dated _____

Signed



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited

VERIFICATION OF EMPLOYEE DETAILS AUTHORISATION

In signing below I confirm that the information I will be providing in the on-line forms will be complete, accurate and true. I understand that this offer of employment is conditional upon the verification, to the firm's entire satisfaction, of any or all of the information I will be supplying and that if any of the information I provide is found to be misleading, false or otherwise inaccurate, the firm may in its sole discretion withdraw this offer of employment or, if I have already commenced employment with the firm, take disciplinary action (up to and including dismissal) against me.

I understand that the firm and/or any persons or organisation acting on the firm's behalf (which may include third parties outside the Goldman Sachs group) (hereinafter, "you") may, to the extent permitted by law, procure, process and store information from any individual, company, institution or other body which you consider necessary or desirable for the assessment of my suitability for employment. I understand and agree that this will include the verification of the information I will be providing in the on-line forms and may well include the obtaining of documents and/or information covered by various data protection laws, of investigative and consumer credit reports which may contain information regarding my background, character, legal history, credit worthiness and personal reputation. I also understand and agree that you may perform reference checks of my employment (including any current employment unless I have otherwise instructed). I also agree that, during the course of my employment with the firm, a consumer or investigative report may be procured in connection with subsequent employment decisions. I understand that you agree that you will not use or publish any such documents and/or information save as is reasonably required by the firm in respect of my application for employment by it. I authorise you to carry out all such investigations as are described above. I hereby explicitly consent to the processing by you of personal data (including sensitive personal data) and understand and accept that this data may be transferred to and processed outside the country. I understand that, upon my written request, I will be advised of the name and address of each consumer reporting agency from which a consumer report or investigative report may have been obtained.

I confirm that in carrying out such enquiries and investigations you are entitled to and will rely upon the consents and authorities I have given. I further agree that you and any person or entity supplying information shall incur no liability whatsoever in respect of any document or information supplied as a result of or obtained through such inquiries and investigations. This shall be the case whether the content of any such document obtained is accurate or inaccurate and/or any information is true or untrue.

Print Name: _____

Signature: _____ Date: _____

India Compensation & Benefits Structure

Please note, the below summary does not form part of your terms and conditions of employment and is provided for illustrative purposes only. The benefits may change from time to time at the discretion of the firm.

To assist you in reviewing the offer we have made to you we set out below a summary of the compensation and benefits structure which will be afforded to you should you accept the offer of employment with the firm. For specific information regarding compensation and benefits you should refer to the terms and conditions of your employment or the firm's policies and procedures as appropriate.

Components of Cost to Company (CTC)

Components	**Definition**	**Figures**
Basic Salary	50% of CTC (cost to company)	INR 800,000
Housing Allowance	40% of your annual Basic Salary payable monthly	INR 320,000
Employer's Provident Fund	Firms contribution towards the Employees Provident Fund Scheme at the rate of 12% of your annual Basic Salary	INR 96,000
Transport Allowance(1)	Transport Allowance payable monthly	INR 19,200
Special Allowance	Allocations(2) may be made from Special Allowance as per the India Income Tax guidelines. Any unallocated amount will be paid out monthly after deduction of applicable taxes	INR 364,800

(1)For persons with disabilities, allowance per the Income Tax guidelines will apply.

(2)Leave Travel Allowance (LTA) up to 12.5% of Basic or INR 75,000 per annum whichever is lower.

Telephone bills reimbursement – up to a max of INR 24,000 per annum.

National Pension System - up to max 10% of Basic Salary per annum.

The composition of the Special Allowance may be changed by the firm at any time and is subject to annual review.

Provident Fund - in accordance with the law in India the firm pays 12% of the 'basic salary' to the provident fund. A contribution of 12% is required to be paid by both the employer and the employee. The amount shown in the CTC is the contribution by the employer. There will be a monthly deduction of a similar amount from your pay covering the required employee contributions.

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Other Compensation and Benefits

Discretionary Compensation - If you are an active employee and have not given or received notice of termination as at the fiscal year end you ***may be*** eligible to receive discretionary compensation. As you will be joining the firm after the beginning of the fiscal year 2021, such discretionary compensation will be prorated for the actual time of your active employment during the fiscal year. Discretionary compensation is not a part of guaranteed annual salary of the employee even if paid consistently over a period of years. Discretionary compensation payments will be payable in the subsequent fiscal year on a date, and in a manner, to be determined by the firm. **Please note that this discretionary compensation and eligibility to receive this compensation is at the discretion of the firm.** As you will be joining the firm after the beginning of the fiscal year 2021, such discretionary compensation will be prorated for the actual time of your active employment during the fiscal year.

Medical Insurance - the firm provides insurance cover for hospitalization treatment, subject to any underwriting requirements or limits imposed by the insurer. Coverage for family is provided (employee and five dependants which can be spouse, children or parents) if applicable.

Maximum annual benefit limit is INR 500,000 per family. This insurance cover will be subject to any underwriting requirements, conditions or limits imposed by the insurer.

Accidental Death/Permanent Disability Insurance - the firm provides accidental death insurance cover, in the event of death or permanent disability a sum equal to three times annual cost to company is paid, in the event of permanent partial disability a percentage will be determined and paid based on guidelines in the policy. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

Life Insurance - the firm will provide life insurance cover of three times your annual cost to company. This insurance cover will be subject to any underwriting requirements or limits imposed by the insurer.

Termination Gratuity - you will be entitled to gratuity in accordance with the Payment of Gratuity Act 1972 provided you meet the eligibility criteria set out therein. Compulsory termination payments on leaving after four years and eight months continuous service or, at any time, due to death or disability. Forfeiture will apply if termination due to negligence or misconduct.

April 9, 2021

Deeksha Agrawal

Banasthali Vidyapith
Niwai Jodhpuriya Road
Vanasthali
Rajasthan
India
304022

Dear Deeksha,

We are delighted to offer you employment with Goldman Sachs Services Private Limited ("GSSPL" or "the firm") as an Engineering Analyst in the Consumer and Wealth Management Division in Bengaluru.

The enclosed Statement of Terms and Conditions of Employment ("your Statement") sets out the particulars of your employment with the firm, which will apply to you upon joining.

You will be expected to comply with the policies and procedures as outlined in the India Employee Handbook.

Conditions of Employment

Your offer of employment with GSSPL and after the commencement of your employment, your continuing employment with GSSPL is conditional upon:

- satisfactory results of a pre and post-employment background checks, reference, criminal, credit, education checks and other necessary checks
- your not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with the firm
- your eligibility to work in India. Under Indian Immigration laws, foreign nationals must have appropriate employment visas before their employment commences
- your obtaining any relevant registration, qualification or licences, within 12 months of the commencement of your employment with the firm
- satisfactory completion of the Probationary Period
- in circumstances where your previous employer has an office in India, your providing the firm with a relieving letter from your previous employer, within 2 weeks of the commencement of your employment
- you agree that you will cooperate fully with the Firm (and its respective counsel, if applicable) in connection with any client matter, inquiry, investigation, administrative proceeding, litigation or dispute relating to any matter relating to the Firm in which the Firm believes you were involved or of which you have knowledge. These obligations survive the termination of your employment
- for candidates who were referred to Goldman Sachs by a government official or by an employee of a client or prospective client of Goldman Sachs, or who have a close personal or financial connection to such individuals, the Firm's offer of employment is conditional on resolution of any actual or perceived conflict of interest. In some instances, this will include a confirmation from the applicable client, prospective client or government entity that it is aware of the referral or relationship

In due course you will be required to complete an employment health questionnaire.

Growth Natives Private Limited
SCO 549, Sector 70, Mohali, Punjab - 160101

Pre Placement Offer

Dated: 18 October 2021

Hello Yashika Gupta,

Based on your performance so far, it gives me great pleasure to extend to you, pre-placement offer for becoming a full-time member of the Growth Natives team.

Your designation will be **Software Engineer** and you will be responsible for the successful delivery of customer projects. Your goal will be to execute with creative and technical thinking and ensure it is a showcase of our focus on customer success.

Being part of the team you will have the added responsibility of building a culture representing:
1. Motivation that is driven by entrepreneurship
2. Focus on customer success
3. Pleasant, honest and open environment
4. Never stop learning attitude
5. Pride in growth
6. We over me

For your compensation please see below:
Monthly CTC - INR 27,000 (Including Employer PF Contribution and Gratuity if any)
Annual CTC - INR 3,60,000
Bonus - INR 3000 per month (Based on Performance)

This will be effective from 1st November 2021. Should you choose to accept, you will have to commit to continuing your employment with us for at least 12 months.

I have the utmost confidence that you will be a great asset to the team and it will be a rewarding journey for you. Looking forward to your acceptance of this offer and working together.

Regards,
Harleen Kour
HR Lead

Hashedin
by Deloitte

HashedIn Technologies Private Limited
#36/5, Somasundarapalya,
27th Main Road End,Sector 2,
HSR Layout, Bangalore-

Ms.Shiwangi Yadav
Email ID :shiwangiyadav111@gmail.com
Contact Number:**6386771148**
Bangalore
Date:18-Jun-21

Dear Shiwangi Yadav,

Welcome home to HashedIn by Deloitte.

We are pleased to offer you an appointment for the appointment for traineeship with a joining date as on 12th of July,2021 with HashedIn Technologies Private Limited ("Company"). During the traineeship period, you will be entitled to receive a stipend of Rs.21,200/- per month (Rupees Twenty-One Thousand and Two Hundred Only), subject to applicable taxes. Over that, you will get benefits like health insurance, flexible timing.

This will be followed by a job offer of Software Engineer at Band 7 upon successful completion of your traineeship and coursework. Post traineeship, you will be entitled to receive a gross CTC of INR 8,00,000/- (Rupees Eight Lakhs Only). You can refer to the following table for the breakup.

Component	**Amount in INR**
Fixed CTC	₹ 6,00,000
Variable Performance Bonus	Upto ₹ 1,00,000
Joining Bonus *INR 40000 – Payable with 1st month salary in Sep 21 **INR 60000 – Payable with 12thmonth salary in Sep 22	₹ 1,00,000
Total Cost To Company	₹ 8,00,000

First joining bonus is paid in the 1st year with 1st month salary. ** Second bonus is paid at the end of the first year with the 12th month salary. If the candidate does not complete 1 year from the date of payment, the joining bonus amount is to be returned and will be adjusted in full and final settlement. We are committed to providing you with suitable training, mentoring and support to prepare you to enter and succeed in the target position. Your performance will be evaluatedon a half-yearly basis.

NOTE: No further negotiations or changes to the above-mentioned salary structure will be entertained.

Please report to duty not later than, 12th of July 2021. In the event of you not reporting to duty on or prior to the date agreed upon, it shall be deemed that you have declined this offer and the offer would stand revoked.
We are confident you will be able to make a significant contribution to the success of our company and look forward to getting you on board soon.

Please confirm your acceptance by signing and sending a scanned copy by tomorrow, 5:00 PM

Hashedin
by Deloitte

HashedIn Technologies Private Limited
#36/5, Somasundarapalya,
27th Main Road End,Sector 2,
HSR Layout, Bangalore-

Accepted & Agreed

( )
Shiwangi Yadav
Trainee

For HashedIn Technologies Pvt. Ltd.

Spandan Ghosh
Recruitment Manager
#36/5, Somasundarapalya,
27th Main Road End, Sector 2,
HSR Layout,Bangalore - 56010

19 August 2021

Chennai

Dear Yashi Dwivedi

61680

T9 - B.C.A

Banasthali Vidyapith

Dear Yashi Dwivedi,

Sub: Enrolment letter to Work Integrated Learning Program ("WILP") as Graduate Trainee- WILP

Congratulations and Welcome to Hexaware!

Further to your selection for Hexaware's **Work Integrated Learning Program ("WILP")**, we are pleased to offer you enrolment into the WILP as "**Graduate Trainee - WILP**" with effect from **29 July 2021("Effective Date")** at our **Siruseri, Chennai** office. This is a customized program that will lead to a **M.Tech** degree from **Birla Institute of Technology and Science (BITS), Pilani** ("**Academic Program**") and employment with Hexaware Technologies Ltd. ("**Company**") subject to the terms and conditions set out herein and in the enclosed Annexures.

1. You will be designated as a **Graduate Trainee – WILP**, commencing from the Effective Date and ending on completion of twenty four (24) months from the Effective Date ("**Training Period**"). During the Training Period, we will provide you on- the-job training ("**Training**") and pay you a monthly stipend as follows:

Period	Stipend (INR Per Month)	ESI (Company Contribution)	(INR Per Month)
First year	19000	618	19,618/-
Second year	21000	683	21,683/-

The terms specifically applicable in respect of the Training are set out in the attached Annexure A.

The terms applicable in respect of the WILP and Academic Program are set out in Annexure B.

2. Upon successful completion of the Training and subject to the terms set out in Annexure A, you will be employed as an **Associate Software Engineer** in **Grade G2** ("**Employment**") with the following remuneration:

Monica Mathur

Period	Total Cost to Company (INR Per Annum)*
Third year	**3,25,000**
Fourth year	**3,82,000**

**Subject to payment of statutory contributions, taxes, dues and levies as per applicable law*

The remuneration structure details will be provided to you at the time of commencement of your Employment. The terms specifically applicable to you, if absorbed into Employment, are set out in Annexure C.

3. In addition to the specific terms referred above, the general terms and conditions set out in Annexure D shall apply in respect of the Training and Employment.

4. Your enrolment in the WILP and its continuation thereof, shall be subject to your executing an undertaking that in the event of your exit during the Training Period or during a period of thirty-six months after completion thereof, you will be liable to pay us an amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) as liquidated damages.

This Offer Letter supersedes all earlier letter/s or communication/s issued to you.

Please sign and return the duplicate of this letter endorsing your acceptance of this Offer Letter and the Annexures and acknowledging that you have read through and understood the terms and conditions contained therein.

We look forward to your success in the WILP and an enriching career with us.

Wish you all the best!

Yours sincerely,

For Hexaware Technologies Limited

Monica Mathur

Monica Mathur
Vice-President, Recruitment

Endorsement

I have read and understood this Offer Letter and its Annexures and accept the terms and conditions contained therein.

Signature: **Date:**

Monica Mathur

Annexure A

Terms & Conditions specifically applicable to the Training

The terms and conditions outlined in this Annexure A shall apply in respect of the Training.

1. Upon joining us as **Graduate Trainee - WILP**, you will be first enrolled into our preparatory training program, conducted by our Corporate University, Hexavarsity. The broad objective of this training program is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP. The design of this WILP will also enable you to obtain **M.Tech degree from BITS, Pilani** upon successful completion of the WILP.

   After completion of this preparatory training program, you will be enrolled into the Academic Program and will be assigned to projects for hands-on experience.

2. The duration of the M.Tech Academic Program with BITS Pilani, is 48 months from the date of enrolment into the Academic Program.

3. Any enhancement of the stipend will be at our sole discretion and at the end of the first academic year of the WILP.

4. The continuation of your Training will be subject to you meeting the qualifying criteria during the Training Period. Upon successful completion of your Training and successful completion of the academic portion of the WILP during the Training Period, as determined by BITS Pilani, you will be considered for employment with the Company. For the sake of clarity, the Company may at its sole discretion, evaluate you for permanent employment.

5. During the Training Period, if your performance is found to be unsatisfactory or if it does not meet the criteria prescribed by BITS Pilani, your Training may be terminated by the Company without any notice or compensation. Further, the Company reserves the right to terminate the Training at any point in time on disciplinary grounds, violation of BITS Pilani's terms for the Academic Program (including the conditions set out in Annexure B), non-adherence to the Company's rules and regulations and violation of any other terms of employment, without any notice or compensation.

6. Notice period for separation or resignation during the Training Period will be three (3) months on either side or monthly stipend in lieu thereof. However, the decision to release you prior to the end of the notice period would be solely at the discretion of Company's management. Notwithstanding anything contrary contained herein, if you resign or Company terminates your training for cause, you will be required to forthwith pay the liability described under Clause 4 of the offer letter and/or any other agreement / understanding that you may have entered into with Company whether in past, present or future

7. You shall follow the daily attendance process laid down in the Company and/or as required for WILP from time to time.

8. Nothing in the Offer Letter or Annexures shall create or be deemed to create an employer – employee relationship during the Training Period.

Monica Mathur

9. Graduate Trainees-WILP are not entitled for the issuance of any experience / service letter in case they or discontinue or are expelled from the WILP for any reason

Monica Mathur

Annexure B

Terms applicable to the WILP and Academic Program

i. You will be enrolled for a M. Tech program – Software Systems with BITS, Pilani through the collaboration with Company.

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

iii. You will not be able to change Specialization tracks after enrolment.

iv. Overall program duration is 4 years from date of enrolment in the Academic Program.

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

vi. You will be required to submit a project work / dissertation in your final semester, i.e., the 8th semester. This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

vii. Each course has multiple evaluation components. These include an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by BITS Pilani.

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

ix. You will be called upon to attend contact classes on Weekends by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm.

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

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

xii. Minimum attendance of 75% of contact session is mandatory for each course to appear for examinations.

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

xiv. Graduate Trainees - WILP who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.

xv. For any reason, if you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are

Monica Mathur

required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, such additional semesters fees are to be borne by you as prescribed by the University.

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

xvii. Any Graduate Trainee – WILP securing 3 or more cumulative fail grade at any point in time will be expelled from the WILP.

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

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

xx. Project / Dissertation work must be carried out by each individual separately. Teamwork is not permitted.

xxi. The dissertation must be completed strictly as per the guidelines that are outlined by collaborating institution.

xxii. Graduate Trainees - WILP are expected to maintain decorum and discipline in line with Company's professional work culture and environment.

xxiii. In cases where a Graduate Trainee - WILP deviates from the expected behavior as prescribed by the Company and the learning partner (BITS, Pilani) from time to time, strict action will be taken and the decision of the Company / learning partner would be final and binding.

xxiv. In the event of any breach of integrity by a Graduate Trainee – WILP, she/ he will be be expelled from the WILP and the Company.

xxv. On successful completion of the WILP as determined by BITS Pilani, you will be eligible to receive the M. Tech degree from BITS-Pilani.

Monica Mathur

Annexure C

Terms & Conditions specifically applicable to Employment

If you are absorbed into employment with the Company pursuant to successful completion of your Training and successful completion of the fourth semester of the Academic Program, your Employment will be governed by the terms and conditions outlined in this Annexure C.

1. Your absorption into Employment is subject to you not being a partner or relative of a Director of the Company within the meaning of Section 314 of the Indian Companies Act, 1956. A list of Directors is available in the Head Office for perusal.

2. You will be entitled to the remuneration mentioned in the offer letter, and its structure will be as mentioned in your appointment letter issued at the time of commencement of your Employment.

3. Increments are not automatic but will be based solely on your performance as evaluated through the performance appraisal system or any other mechanism as the Company may deem fit for the purpose of deciding the same. The Company may from time to time vary any remuneration, benefit, facility or perquisite that may be extended to you.

4. Your designation is merely indicative of the responsibilities which you are required to carry out. The Company may require you, at any time, to perform any other administrative, managerial, supervisory, or other functions as per business needs and you will be bound to carry out such functions.

5. The Company may nominate you to attend trainings that might involve a considerable cost. Similarly, you may be deputed to client's site to gain knowledge and utilize the same to execute projects in India/abroad. In view of this, the Company may recover from you, liquidated damages if you separate from the Company before completion of such period as the Company may specify.

6. You warrant that you are not in breach of any contract with any third party nor are you restricted in any way in your ability to undertake or perform the duties of your Employment.

7. During the period of your Employment, you shall not draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

8. In the event a client seeks information (including your resume) pertaining to the business aspects of your employment, the Company may provide such information to the client without any notification to you.

9. If you remain absent for a continuous period of 3 days without leave or without obtaining your manager's approval, you will be deemed to have voluntarily abandoned your services and Company will be constrained to take necessary disciplinary action against you.

Monica Mathur

10. The age for retirement from services of the Company is 58.

11. Your Employment may be terminated by you or by the Company by providing prior written notice of not less than three (3) months on either side or Salary in lieu thereof. Salary for purpose of this clause means your basic salary. However, the discretion to release you earlier prior to expiry of the notice period would be solely with the Company's mmanagement.

12. All female employees, who complete minimum 80 working days with Company, will be eligible for the applicable benefits under our Maternity Leave Policy as follows:

    (a) Maternity Benefit of twenty-six weeks (including all the intervening Saturdays. Sundays and Company Declared Holidays) of which not more than eight weeks shall precede the date of her expected delivery, in first two instances of childbirth.

    (b) Maternity Benefit of twelve weeks (including all intervening Saturdays, Sundays & Company Declared Holidays), of which not more than six weeks shall precede the date of her expected delivery, for a woman having two or more than two surviving children.

    (c) A woman who legally adopts a child below the age of three months shall be entitled to maternity benefit for a period of twelve weeks (including all intervening Saturdays, Sundays & Company Declared Holidays) from the date the child is handed over to the adopting mother.

    (d) A woman getting a child through surrogacy shall be entitled to maternity benefit for a period of twelve weeks (including all intervening Saturdays, Sundays & Company Declared Holidays) from the date the child is handed over to her.

Monica Mathias

Annexure D

General Terms & Conditions

The terms and conditions contained in this Annexure D apply to both, your Training and your Employment.

1. The Company, in its sole discretion, provide the following benefits in addition to the stipend/ remuneration stated in the offer letter:

   (a) Personal accident insurance
   (b) Term life insurance
   (c) Medical insurance

2. Company may, at is sole discretion, terminate your Training / Employment with immediate effect if you are found to be in breach of any terms and conditions of the offer letter or its Annexures, or applicable rules, regulations or policies of the Company as may be issued from time to time,

3. Your continued enrolment in the WILP will be subject to your satisfactory progress of study, acquisition of skills, behavior, regularity, punctuality and attendance, and adherence to the provisions of Annexure B and other requirements prescribed by BITS Pilani and Company from time to time.

4. Discontinuance of Training or Employment with the Company at any time and for any reason, prior to the completion of the Academic Program, will result in termination of the Academic Program.

5. In the event your participation in the Academic Program is terminated by BITS Pilani at any time and for any reason whatsoever, the Company may, in its sole discretion, terminate your Training or Employment.

6. You are required to always maintain confidentiality about the amount and details of your stipend, remuneration and benefits and you must not disclose the same even to colleagues.

7. During the Training Period and while employed with the Company, you agree not to undertake any other employment, whether full-time or part-time, as the Director / Partner / member / employee of any other organization or entity engaged in any form of business activity, without the prior written consent of Company. Any such consent, if given by the Company, shall be subject to any terms and conditions that the Company may think necessary, and such consent may be withdrawn or terminated at the sole discretion of the Company.

8. You shall at all times observe secrecy and confidentiality in respect of any technical, trade or business data or any other information that might come to your knowledge or

Monica Mathur

possession, and which according to the Company are necessarily confidential, form valuable property of the Company and is not generally available to the public. Further, you will not disclose such data or information without written consent from the Company to anyone other than the Company's officials who are authorized to receive the same. You will sign a "Non-Disclosure Agreement" (NDA) at the time of commencing Training and shall abide by the terms and conditions mentioned therein. Even after you have ceased to be associated with the Company, the confidentiality obligations shall be perpetual and binding on you and you shall not disclose the same to anyone. Execution of the NDA by itself does not create any employer-employee relationship between the Company and you. Upon your separation from the Company, you will not take with you any drawing, blue print or other reproduction or other data, tables, calculations, letter or other documents or any other writing or copy of writing of any nature whatsoever pertaining to the business of the Company or any of its affiliates and the same are to be handed over back to the Company, failing which the Company shall treat it as breach of your confidentiality obligations and shall be compelled to take strict action against you.

9. All intellectual property (including but not limited to patents and copyrightable material) created by you solely or jointly in the course of your Training and Employment, will vest in the Company upon creation. In the event such intellectual property does not automatically vest in the Company upon creation, you hereby irrevocably assign or agree to assign to the Company, without any additional compensation, all rights, title and interest such intellectual property in perpetuity and on a worldwide basis. You will perform such acts, and execute such documents without expenses to you, which in the judgment of the Company, may be needful or desirable to secure the protection of such intellectual property and any/all rights relating to the same.

10. You shall maintain proper discipline and dignity of your role and shall deal with all matters with sobriety, utmost discipline and judiciousness.

11. You shall be governed by Company's Code of Conduct (COC) and will be required to sign an undertaking, which will be given to you separately at the time of joining. You are always required to read and comply with the same. Any breach of COC provisions or the terms and conditions therein may result into termination and/or appropriate disciplinary action.

12. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you by the Company or may come in your possession and shall return the same when required.

13. Due to business needs, you may be required to travel outside India. You are, therefore, advised to hold a valid passport at all times. Please submit a copy of your valid passport forthwith, if not submitted earlier. In case you do not possess a passport or if the same is no longer valid, you are required to obtain it, at your own expense, and submit to HR department within 45 days. You can use the TATKAL service for faster issuance of the passport. It would also be to your advantage to have a four-wheeler driving license as well.

Monica Mathias

14. As per income tax rules, it is mandatory for you to submit a copy of your PAN (permanent account number) card at the time of joining. In case you do not possess it, you are required to obtain it, at your own expense, and submit to HR department.

15. You will adhere to the dress code as laid down by the Company.

16. You will also observe the office timings/holidays (as amended from time to time) as applicable to your role and place of posting. Further, you may be required to attend training / work in any shift, as may be warranted by the Company/client's requirements.

17. You must immediately inform the Company of any change in your residential address.

18. You shall not, during your Training Period and Employment, directly or indirectly:

    (a) Solicit or approach any client / customer of Company (or its affiliates with whom you have had contact on behalf of the Company (or its affiliates), for employment or other work;

    (b) on your behalf or as a partner or as an officer, director, an employee, agent or shareholder or any other entity; or person or as a trustee, fiduciary of other representative or any other person or entity:

        (i) employ, solicit the employment of, or encourage or aid any other party to employ or solicit the employment of any Company employee or independent contractor.

        (ii) contact any persons or companies which are customers or prospective customers of Company or any of its affiliates for the purpose of soliciting the customers or prospective customers in competition with Company its affiliates or subsidiaries nor solicit or divert or cause anyone to solicit or divert, any such customers or prospective customers from Company or any of its affiliates.

    The foregoing restrictions shall also apply for a period of one (1) year following your separation from us.

    For purposes of this clause, Company client / customer means and includes any organization or person or franchisee to which for a fee or charge, Company has provided services. A prospective client / customer means a person, or another organization or person to which Company has, within the twelve months period preceding your separation from us, has submitted a proposal to provide services, the preparation of which included your direct involvement.

19. Your appointment is transferable and the Company may, at its discretion, transfer you to any other department or to any place in India or outside India and as such you may, at any time, be transferred to any of the offices of the Company, its associates, organizations with whom the Company has transactions, whether the office, subsidiary, associate or organization is in existence today or is to be set-up hereafter. While every attempt will be made to give you reasonable advance notice of such transfer, in case of emergency such transfers may be made effective immediately. On your

Monica Mathias

transfer/deputation to any other place in India, there will be no change in your remuneration.

20. You shall be governed by and adhere to the Company's policies, rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including but not limited to matters such as designation, remuneration and the structure thereof, working hours and also all the policies of the Company published from time to time. The Company's decision on all such matters shall be final and binding on you. Any violation will be viewed very seriously and attract strict disciplinary action.

21. Your appointment and its continuance are subject to your submitting copies of mark sheets /certificates in respect of all your educational qualifications at the time of joining. You are required to submit all the mark sheets with respect to your graduation/post-graduation forthwith to the HR department, if same has not been submitted earlier. You should have also been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the mark sheets/proofs in respect of your qualifications and any condonation of delay in submission of the same shall be at the discretion of the Company.

22. Your appointment and its continuance are subject to your being found and remaining medically (physically and mentally) fit. The Company reserves the right to ask you to undergo medical examination if and when considered necessary.

23. Your appointment and its continuance are subject to you clearing verification checks at the time of joining and thereafter, which includes criminal, previous employments, educational qualifications, reference checks and all such other checks. Any discrepancy found in the above will result in immediate termination of your Training or Employment .

24. If any information furnished by you during the selection process for Training or thereafter is found at any time to be incorrect or false, and /or if you have concealed any information regarding your qualifications and experience, the Company shall have the option to terminate your Training or Employment without notice or compensation.

25. The terms of the offer letter and its Annexures may be specifically enforced legally, if required. In this connection, if any of such terms is declared or found to be void or unenforceable due to any reason whatsoever, the other terms shall continue in force and effect.

26. Any dispute or difference, whatsoever, arising between you and the Company, out of or relating to the construction, meaning or operation or effect of the terms of this letter shall, unless resolved amicably shall be referred to arbitration by a sole arbitrator to be appointed by the Company and such appointment shall be acceptable to you. All proceedings under such arbitration shall be held in Mumbai and would be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof. It is agreed and understood that the courts in Mumbai only and exclusively shall be competent to entertain any application or petition pertaining to the arbitration agreement and/or arbitral proceedings.

Monica Mathur

27. The terms of this letter issued to you shall be binding for all purpose and shall at all times remain confidential and are not to be disclosed to any third party except for the purposes of arbitration in the circumstances mentioned above.

28. In the event a government body/ authority exercising its jurisdiction and statutory power/ authority seeks information pertaining to your Training or 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 role being shared in pursuance of statutory requirements/compliance.

Monica Mathur

HSBC

30 June 2021

To,

Aditi .
Village Chhatu Bathua
Bathua Bazar
Post Phulwaria
Gopalganj
841425

Dear Aditi

Congratulations!!!

With reference to your application, exploring career opportunities with us and your subsequent discussions, we are pleased to offer you employment with HSBC Software Development (India) Private Limited, (herein after referred to as "HSDI") with a commencement date of 19 August 2021.

Please report to the on-boarding personnel on 19 August 2021 at 09:00 AM at

Pune HSBC Software Development (India) Private Limited
Business Bay, Tower B, Wing 2, Airport Road,
Yerwada, Pune – 411006

Kindly note that this offer is valid only subject to positive clearance of your Back Ground Verification process and no adverse findings arising under any of the pre-employment verification checks on behalf of HSDI, I would like to extend to you, a warm welcome and wish you a professionally rewarding career with our organization!

In course of your employment with the Company, you are required to perform services for the Company in adherence to the company's rules and regulations set forth through various policies.

DESIGNATION

You shall be designated as Trainee Software Engineer.

LOCATION, TRANSFER AND DEPUTATION

TRANSFERABILITY:

Aditi

Your employment can be transferred by the Company in such capacity or to such department/branch as the Company may determine, from time to time, anywhere in India or abroad whether at the Company's premises or that of its customers/clients, as per the business needs of the Company. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and will be subjective to the law of the land. Such transfers will not automatically create any rights to a revision in your salary or result in any modification to the other terms and conditions of your employment.

PROBATION AND CONFIRMATION

You shall be on probation for a period of six months and subject to satisfactory performance, your services shall than be confirmed. At the end of the probation period, you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company. Alternatively, if at any time during the probationary period, your performance is not deemed 'satisfactory', the company may choose to extend your probationary period. In all such instances, you would be notified by your manager. During such period, you will be placed under a 'Performance Improvement Plan' (PIP) wherein, we would provide you the opportunity to come up quickly on your performance. If the suitability of performance is not established, then HSDI reserves the right to terminate your employment, as set out in 'Cessation of employment' section below.

HOURS OF WORK

Your working week will consist of 45 working hours (including breaks) per week. Your weekly day off need not necessarily be on Sundays. Working hours will be as per the company's working hours policy as published from time to time.

SHIFT WORKING

The company may at any time on issuance of one month's prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster. You may require to be working in shifts as required from time to time.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

COMPENSATION DETAILS

Sr.No.	Description	Monthly	Annual

		(INR)	(INR)
1	Basic	21,733.00	260,796.00
2	Flexible Allowance Package	32,600.00	391,190.00
A.	**Fixed Pay (Sum of 1 and 2)**	**54,333.00**	**651,988.00**
3	Provident Fund @ 12% of Basic		31,296.00
4	Gratuity		16,718.00
B.	**Retiral Benefits (Sum of 3 and 4)**		**48,014.00**
C.	**Fixed Pay + Retiral Components (Sum of A and B)**		**700,000.00**

Salary payments will be made on the 24th of each calendar month and is subject to Income Tax and other statutory deductions as applicable from time to time. In the event 24th is a company declared holiday or a weekend then the salary would be processed a day prior to that date. Your salary will be paid into an account, maintained in your name with Hong Kong and Shanghai Banking Corporation Limited (HSBC Bank). If you already have an account with HSBC Bank, please provide us with details upon joining.

DISCRETIONARY VARIABLE PAY

Such pay is purely discretionary in nature, which is based on individual's performance, HSBC Group, HSDI performance and prevailing market conditions. To be eligible for a discretionary variable pay the employee must be on the payroll and should not be serving notice period during this time of payouts.

DEDUCTIONS FROM PAY

When your employment ends, if the number of days annual leave you have taken exceeds your pro–rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

STATUTORY DEDUCTIONS

For the purposes of offer letter, "Statutory Deductions" means appropriate tax and any other applicable statutory deductions.

Provident Fund

As an employer, we have to adhere towards monetary contribution towards Statutory Compliance as notified under Employee Provident Fund (EPF) and Miscellaneous Provisions Act, 1952. Hence, as per the EPF Statutory payments requirement, an amount reflecting in your compensation structure is paid by the company toward employer' contribution, (which is 12% of your basic salary) and an equivalent amount, as your contribution, would be deducted from your remuneration each month

Gratuity

As per Statutory Compliance requirement the company shall make contributions on your behalf towards the HSDI Gratuity Scheme. This contribution can only be en-cashed upon separation from the company the Gratuity Act 1972; therein.

ANNUAL LEAVE

You will be entitled to 30 days of leave in a calendar year. In addition; you will also be entitled to public holidays, approved by the Company. Your annual leave for the first and last year of service will be pro-rated according to your employment commencement date and end date respectively. From the above entitlement, you are mandated to avail a minimum of 10 consecutive days as 'Core Leave', wherein you are required to be out of office in a single tranche. In the event that you join HSDI, during the course of the calendar year; both your annual leave entitlement as well as the minimum requirement for core leave will be pro-rated, in accordance with the company' policy. You should avail all your leave entitlement for the year, within the same calendar year. Annual leave which is not used in the year it is accrued; may only be carried forward into the following calendar year; strictly in accordance with the Company's prevailing policy. For specific queries on any other type of leave available, please refer to the leave policy upon joining.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorised absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorised absence due to sickness, subject to any service criteria that may exist from time to time.

TRAINING

During your tenure of employment with HSDI, if you are provided with training program including technical certifications for enhancing your professional knowledge and capabilities, then you are required to continue with the employment with HSDI for at least a period of 12 months from the date of completion of such training/s; unless HSDI waives such requirement at its discretion. In case of failure on your part to comply with this requirement as aforesaid, for whatsoever reasons, you will be liable to refund to HSDI, the expenses incurred towards the training/s which liability will be a charge on all dues payable to you by HSDI. Specific to specialized training and in the event there is a prevailing service binding consented by you, then you would be liable to this 'Service Binding Policy'; unless HSDI or its management chooses to waive off such requirement at its discretion.

RULES AND REGULATIONS

HSDI, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as

may be determined solely by HSDI. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSDI immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

HSBC CONFIDENTIAL (COMPLIANCE DISCLOSURE LINE)

As an employee of HSDI or any of its Group affiliates, you are free to use the HSBC Confidential (Compliance Disclosure Line) and an email facility to report instances of malpractice in relation to all Group businesses or to submit relevant complaints in writing to the Head of Financial Crime Compliance and Head of Regulatory Compliance.

CONFIDENTIALITY AND SECRECY:

You will not utilize or divulges to any person, firm or body corporate, without the approval of the appropriate authority of the Company, such technical or commercial information and knowledge about the business, trade secrets, knowledge about Intellectual Property manufacturing process etc., of the Company, which you may acquire during the course of your employment. You will be required to sign the Confidentiality and Non–use Agreement with the Company separately.

The term "Confidential Information" used in this appoint letter shall mean any information, including but not limited to ideas, discoveries, operations, technical procedures, designs, methods, processes, practices, marketing plans, strategies, product information, manufacturing methods, presentations, reports, documents, data, programs, patents, compilations, customer information, financial information, business information, know–how and such other information, which is disclosed to you by the Company orally or in writing or which comes to your knowledge in any manner by virtue of your employment in the Company.

Exclusions:

"Confidential Information" shall not include:
- The information which is in the public domain or
- The information which is lawfully obtained or available from a third party without any obligation of confidentiality and without breach of this Agreement: or
- The information, which was already known to you and has been received from a source other than the Company.

The term "Intellectual Property" shall mean any invention, discovery, work of authorship, creation, design, improvement and so on capable of being protected or in the process of

being protected or protected as Patents, Trade Marks, Copyrights, Trade Secrets and other types of Intellectual Property which is invented, discovered or created by you as an employee of the Company.

You hereby acknowledge that you will have access to Confidential Information of HSBC as an employee of the Company but not use for your benefit or disclose any confidential Information during the term of your employment with the Company or thereafter. You may use the Confidential Information only for the purpose of performing your duties or carrying out your obligations for the Company.

You shall be hereby agree that Confidential Information as per Non–Competition, Non–solicitation, Proprietary and Confidential Information and Developments Agreement failing which you shall be terminated of your employment.

Any Intellectual Property invented, created or generated by you, alone or jointly with others, during the period of your employment with the Company which is invented, created or generated in the course of normal or special duties assigned to you and applicable to the business of the Company shall be owned solely and exclusively by the Company.

You shall disclose the information about any Intellectual Property promptly and completely to HSBC and shall, during the period of your employment with the Company and at any time thereafter:
(i) Execute all documents requested by the Company for vesting in the Company, the entire right, title and interest in and to the Intellectual Property.
(ii) Execute all documents requested and required by the Company for acquiring Intellectual Property and
(iii) Give the Company all assistance it may reasonably require, in order to obtain, maintain and protect the Company's right in the Intellectual Property.
You shall not use Confidential Information or Intellectual Property of a third party during the course of your employment with the Company unless you are permitted in writing by the Company. You shall take reasonable measures and exercise best efforts to avoid infringing third party's Intellectual Property during the course of employment with the Company.

NON-COMPETE AGREEMENT:

Recognizing that the various items of information are special and unique assets of the Company, you agree and covenant that during the term of your employment with the Company you will not directly or indirectly engage in any business competitive with the Company. "Directly or indirectly engaging in any business competitive" includes, but is not limited to, (i) engaging in a business as owner, partner, advisor, consultant, contractor, director, office bearer or agent, (ii) becoming an employee of any third party that is engaged in such business and introduced to you by the Company directly or indirectly, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of the Company for the benefit of a third party that is engaged in such business. You also agree not to solicit, direct, or take away any of the employees of the Company, nor actively encourage any employee of the Company to leave his or her employment.

DUAL EMPLOYMENT

During your employment with HSDI, you shall devote the whole of your time, attention, and ability, to the business and affairs of the Company, and shall use your best endeavours to

promote the Company's interests. You shall not in the course of employment with HSDI, without the previous written consent of HSDI engage in any dealing, business, soliciting, commercial activities directly and/or indirectly, with other organizations, institutions, person/s ,bodies corporate, or engage into collection of aid, funds, grants, soliciting donations for any Non–Governmental Organization, Trust, etc.

PERSONAL DATA

Data relating to your job application and as an employee of HSDI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. You are required to acknowledge a copy of the same and return on the day of joining.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

Data Protection

Under the company's policies, all employees have a responsibility to ensure that computerised data is accurate and is kept secure. Unauthorised disclosure of personal data is a serious offence and can result in prosecution.
Therefore, you must ensure that you:

– do not disclose personal data without authority
– do not access information or systems not directly relevant to each task
– do not treat personal data carelessly
– lock all printouts away when not in use
– do not disclose your computer password to any unauthorised person.

Many employee details are maintained on a computerised database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE OF CESSATION OF EMPLOYMENT

Cessation of Employment:
During your probation period, you can cease the employment by giving one month's notice or one month's salary in lieu of such notice. Upon confirmation of your services, you can cease the employment by giving two months' notice in line with your GCB grade.

Termination of Employment:
During your probation period, your employment may be terminated by giving one month's notice or one month's salary in lieu of such notice. Upon confirmation, your employment may be terminated by giving two months' notice or two month's salary in lieu of such notice. Your employment may be terminated if you are found guilty of committing any breach of the rules & regulations as laid down in the code of conduct in line with the disciplinary policy of the Company or if your conduct is detrimental to the interests of the company, then without any notice or payment in lieu thereof.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company. The Company reserves the right to amend, change, alter, or modify any of the above terms and conditions of this offer letter, as may be required under any applicable regulatory requirements, applicable legislation and Rules and Regulations governing the conduct of the employee in the Company.

ACCEPTANCE

Please sign and return a copy of this appointment letter, signifying your acceptance to the terms and conditions enunciated above.

We look forward to your joining the HSDI team and wish you a challenging and rewarding career with HSDI.

Name : Aditi .

I Accept : Aditi
Signature

Date : 30 June 2021

Date of Joining : 19/08/2021

Note: **"This is a computer generated letter and hence no signature is required"**

29 June 2021

To,

Pooja Joshi
Fatehpur
Barsati
Haldwani
Haldwani
263139

Dear Pooja

Congratulations!!!

With reference to your application, exploring career opportunities with us and your subsequent discussions, we are pleased to offer you employment with HSBC Software Development (India) Private Limited, (herein after referred to as “HSDI”) with a commencement date of 19 August 2021.

Please report to the on-boarding personnel on 19 August 2021 at 09:00 AM at

Pune HSBC Software Development (India) Private Limited
Business Bay, Tower B, Wing 2, Airport Road,
Yerwada, Pune – 411006

Kindly note that this offer is valid only subject to positive clearance of your Back Ground Verification process and no adverse findings arising under any of the pre-employment verification checks on behalf of HSDI, I would like to extend to you, a warm welcome and wish you a professionally rewarding career with our organization!

In course of your employment with the Company, you are required to perform services for the Company in adherence to the company’s rules and regulations set forth through various policies.

DESIGNATION

You shall be designated as Trainee Software Engineer.

LOCATION, TRANSFER AND DEPUTATION

TRANSFERABILITY:

Your employment can be transferred by the Company in such capacity or to such department/branch as the Company may determine, from time to time, anywhere in India or

abroad whether at the Company's premises or that of its customers/clients, as per the business needs of the Company. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and will be subjective to the law of the land. Such transfers will not automatically create any rights to a revision in your salary or result in any modification to the other terms and conditions of your employment.

PROBATION AND CONFIRMATION

You shall be on probation for a period of six months and subject to satisfactory performance, your services shall than be confirmed. At the end of the probation period, you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company. Alternatively, if at any time during the probationary period, your performance is not deemed 'satisfactory', the company may choose to extend your probationary period. In all such instances, you would be notified by your manager. During such period, you will be placed under a 'Performance Improvement Plan' (PIP) wherein, we would provide you the opportunity to come up quickly on your performance. If the suitability of performance is not established, then HSDI reserves the right to terminate your employment, as set out in 'Cessation of employment' section below.

HOURS OF WORK

Your working week will consist of 45 working hours (including breaks) per week. Your weekly day off need not necessarily be on Sundays. Working hours will be as per the company's working hours policy as published from time to time.

SHIFT WORKING

The company may at any time on issuance of one month's prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster. You may require to be working in shifts as required from time to time.

ADDITIONAL HOURS

The company aims to ensure that persistently working extra hours is avoided. However, occasions may arise when you may be required to work beyond your normal hours.

RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

COMPENSATION DETAILS

Sr.No.	Description	Monthly (INR)	Annual (INR)
1	Basic	21,733.00	260,796.00
2	Flexible Allowance Package	32,600.00	391,190.00
A.	**Fixed Pay (Sum of 1 and 2)**	**54,333.00**	**651,988.00**
3	Provident Fund @ 12% of Basic		31,296.00

4	Gratuity	16,718.00
B.	**Retiral Benefits (Sum of 3 and 4)**	**48,014.00**
C.	**Fixed Pay + Retiral Components (Sum of A and B)**	**700,000.00**

Salary payments will be made on the 24th of each calendar month and is subject to Income Tax and other statutory deductions as applicable from time to time. In the event 24th is a company declared holiday or a weekend then the salary would be processed a day prior to that date. Your salary will be paid into an account, maintained in your name with Hong Kong and Shanghai Banking Corporation Limited (HSBC Bank). If you already have an account with HSBC Bank, please provide us with details upon joining.

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DEDUCTIONS FROM PAY

When your employment ends, if the number of days annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

STATUTORY DEDUCTIONS

For the purposes of offer letter, "Statutory Deductions" means appropriate tax and any other applicable statutory deductions.

Provident Fund
As an employer, we have to adhere towards monetary contribution towards Statutory Compliance as notified under Employee Provident Fund (EPF) and Miscellaneous Provisions Act, 1952. Hence, as per the EPF Statutory payments requirement, an amount reflecting in your compensation structure is paid by the company toward employer' contribution, (which is 12% of your basic salary) and an equivalent amount, as your contribution, would be deducted from your remuneration each month

Gratuity
As per Statutory Compliance requirement the company shall make contributions on your behalf towards the HSDI Gratuity Scheme. This contribution can only be en-cashed upon separation from the company the Gratuity Act 1972; therein.

ANNUAL LEAVE

You will be entitled to 30 days of leave in a calendar year. In addition; you will also be entitled to public holidays, approved by the Company. Your annual leave for the first and last year of service will be pro-rated according to your employment commencement date and end date respectively. From the above entitlement, you are mandated to avail a minimum of 10 consecutive days as 'Core Leave', wherein you are required to be out of office in a single tranche. In the event that you join HSDI, during the course of the calendar year; both your annual leave entitlement as well as the minimum requirement for core leave will be pro-rated, in accordance with the company' policy. You should avail all your leave entitlement for the year, within the same calendar year. Annual leave which is not used in the year it is accrued; may only be carried forward into the following calendar year; strictly in accordance with the Company's prevailing policy. For specific queries on any other type of leave available, please refer to the leave policy upon joining.

ABSENCE FROM WORK

No salary will be paid for periods of unauthorised absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorised absence due to sickness, subject to any service criteria that may exist from time to time.

TRAINING

During your tenure of employment with HSDI, if you are provided with training program including technical certifications for enhancing your professional knowledge and capabilities, then you are required to continue with the employment with HSDI for at least a period of 12 months from the date of completion of such training/s; unless HSDI waives such requirement at its discretion. In case of failure on your part to comply with this requirement as aforesaid, for whatsoever reasons, you will be liable to refund to HSDI, the expenses incurred towards the training/s which liability will be a charge on all dues payable to you by HSDI. Specific to specialized training and in the event there is a prevailing service binding consented by you, then you would be liable to this 'Service Binding Policy'; unless HSDI or its management chooses to waive off such requirement at its discretion.

RULES AND REGULATIONS

HSDI, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSDI. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSDI immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

HSBC CONFIDENTIAL (COMPLIANCE DISCLOSURE LINE)

As an employee of HSDI or any of its Group affiliates, you are free to use the HSBC Confidential (Compliance Disclosure Line) and an email facility to report instances of malpractice in relation to all Group businesses or to submit relevant complaints in writing to the Head of Financial Crime Compliance and Head of Regulatory Compliance.

CONFIDENTIALITY AND SECRECY:

You will not utilize or divulges to any person, firm or body corporate, without the approval of the appropriate authority of the Company, such technical or commercial information and knowledge about the business, trade secrets, knowledge about Intellectual Property manufacturing process etc., of the Company, which you may acquire during the course of your employment. You will be required to sign the Confidentiality and Non-use Agreement with the Company separately.

The term “Confidential Information” used in this appoint letter shall mean any information, including but not limited to ideas, discoveries, operations, technical procedures, designs, methods, processes, practices, marketing plans, strategies, product information, manufacturing methods, presentations, reports, documents, data, programs, patents, compilations, customer information, financial information, business information, know-how and such other information, which is disclosed to you by the Company orally or in writing or which comes to your knowledge in any manner by virtue of your employment in the Company.

Exclusions:

“Confidential Information” shall not include:
• The information which is in the public domain or
• The information which is lawfully obtained or available from a third party without any obligation of confidentiality and without breach of this Agreement: or
• The information, which was already known to you and has been received from a source other than the Company.

The term “Intellectual Property” shall mean any invention, discovery, work of authorship, creation, design, improvement and so on capable of being protected or in the process of being protected or protected as Patents, Trade Marks, Copyrights, Trade Secrets and other types of Intellectual Property which is invented, discovered or created by you as an employee of the Company.

You hereby acknowledge that you will have access to Confidential Information of HSBC as an employee of the Company but not use for your benefit or disclose any confidential Information during the term of your employment with the Company or thereafter. You may use the Confidential Information only for the purpose of performing your duties or carrying out your obligations for the Company.

You shall be hereby agree that Confidential Information as per Non-Competition, Non-solicitation, Proprietary and Confidential Information and Developments Agreement failing which you shall be terminated of your employment.

Any Intellectual Property invented, created or generated by you, alone or jointly with others, during the period of your employment with the Company which is invented, created or generated in the course of normal or special duties assigned to you and applicable to the business of the Company shall be owned solely and exclusively by the Company.

You shall disclose the information about any Intellectual Property promptly and completely to HSBC and shall, during the period of your employment with the Company and at any time thereafter:
(i) Execute all documents requested by the Company for vesting in the Company, the entire right, title and interest in and to the Intellectual Property.
(ii) Execute all documents requested and required by the Company for acquiring Intellectual Property and
(iii) Give the Company all assistance it may reasonably require, in order to obtain, maintain and protect the Company's right in the Intellectual Property.
You shall not use Confidential Information or Intellectual Property of a third party during the course of your employment with the Company unless you are permitted in writing by the Company. You shall take reasonable measures and exercise best efforts to avoid infringing third party's Intellectual Property during the course of employment with the Company.

NON-COMPETE AGREEMENT:

Recognizing that the various items of information are special and unique assets of the Company, you agree and covenant that during the term of your employment with the Company you will not directly or indirectly engage in any business competitive with the Company. "Directly or indirectly engaging in any business competitive" includes, but is not limited to, (i) engaging in a business as owner, partner, advisor, consultant, contractor, director, office bearer or agent, (ii) becoming an employee of any third party that is engaged in such business and introduced to you by the Company directly or indirectly, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of the Company for the benefit of a third party that is engaged in such business. You also agree not to solicit, direct, or take away any of the employees of the Company, nor actively encourage any employee of the Company to leave his or her employment.

DUAL EMPLOYMENT

During your employment with HSDI, you shall devote the whole of your time, attention, and ability, to the business and affairs of the Company, and shall use your best endeavours to promote the Company's interests. You shall not in the course of employment with HSDI, without the previous written consent of HSDI engage in any dealing, business, soliciting, commercial activities directly and/or indirectly, with other organizations, institutions, person/s ,bodies corporate, or engage into collection of aid, funds, grants, soliciting donations for any Non-Governmental Organization, Trust, etc.

PERSONAL DATA

Data relating to your job application and as an employee of HSDI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. You are required to acknowledge a copy of the same and return on the day of joining.

UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

Data Protection

Under the company's policies, all employees have a responsibility to ensure that computerised data is accurate and is kept secure. Unauthorised disclosure of personal data is a serious offence and can result in prosecution.
Therefore, you must ensure that you:

- do not disclose personal data without authority
- do not access information or systems not directly relevant to each task
- do not treat personal data carelessly
- lock all printouts away when not in use
- do not disclose your computer password to any unauthorised person.

Many employee details are maintained on a computerised database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

NOTICE OF CESSATION OF EMPLOYMENT

Cessation of Employment:
During your probation period, you can cease the employment by giving one month's notice or one month's salary in lieu of such notice. Upon confirmation of your services, you can cease the employment by giving two months' notice in line with your GCB grade.

Termination of Employment:
During your probation period, your employment may be terminated by giving one month's notice or one month's salary in lieu of such notice. Upon confirmation, your employment may be terminated by giving two months' notice or two month's salary in lieu of such notice. Your employment may be terminated if you are found guilty of committing any breach of the rules & regulations as laid down in the code of conduct in line with the disciplinary policy of the Company or if your conduct is detrimental to the interests of the company, then without any notice or payment in lieu thereof.

RIGHT OF THE COMPANY

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company. The Company reserves the right to amend, change, alter, or modify any of the above terms and conditions of this offer letter, as may be

required under any applicable regulatory requirements, applicable legislation and Rules and Regulations governing the conduct of the employee in the Company.

ACCEPTANCE

Please sign and return a copy of this appointment letter, signifying your acceptance to the terms and conditions enunciated above.

We look forward to your joining the HSDI team and wish you a challenging and rewarding career with HSDI.

Name : Pooja Joshi

I Accept : _____
Signature

Date : 29 June 2021

Date of Joining :

Note: **“This is a computer generated letter and hence no signature is required”**

Attachments

- Mail to Candidates for Relocation benefits-GCB6.pdf

Offer electronically accepted by: Joshi, Pooja
Offer electronically accepted on: 29-Jun-2021 14:31
Offer electronically accepted from: 103.157.240.243

May 28, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Anoushka Srivastava

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Software Developer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

May 28, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Anoushka Srivastava

We are pleased to offer you the position of Software Developer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 5, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3,Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

July 1, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Pranjali Dwivedi

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate System Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

July 1, 2021
IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Pranjali Dwivedi

We are pleased to offer you the position of Associate System Engineer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 5, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045.

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms &

Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.

- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be

deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, 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).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.

- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) - no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your

employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

IBM CONFIDENTIAL

ANNEXURE A

DATE	July 1, 2021		
NAME	Pranjali Dwivedi	BAND	06G
DESIGNATION	Associate System Engineer	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		214760	
3. Annual Reference Salary (ARS)		394760	
4. Retirals			
a) Provident Fund (PF)		21600	
b) Gratuity @ 4.8%		8640	
5. Annual Reference Salary + Retirals		425000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

Important Letter on Transfer / Relocation / Type of Work Assigned

Date - July 1, 2021

Dear Pranjali Dwivedi,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

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

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

Employee Well-being and Safety

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

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

Leverage the Power of Tech for good

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

Mobilizing the collective power of the IBMers

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

Leveraging our voice and influence to rally global support

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

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

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

April 28, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear SHRUTI AGARWAL

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Software Developer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

April 28, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear SHRUTI AGARWAL

We are pleased to offer you the position of Software Developer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e July 5, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3,Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) - Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company. However, your services are transferable and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if

you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, 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).

- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the

name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

- A Onetime Premium Component of INR 50000 /- is given to you post joining IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign, or your employment is terminated, for any reason, within 1 year from your joining date, you agree that you will repay the entire Premium Component to IBM. The Premium Component is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from your premium component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

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ANNEXURE A

DATE	April 28, 2021		
NAME	SHRUTI AGARWAL	BAND	06G
DESIGNATION	Software Developer	LOCATION	Bangalore
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		306165	
2. Annual Flexible Benefit Plan (FBP)		367399	
3. Annual Reference Salary (ARS)		673564	
4. Retirals			
a) Provident Fund (PF)		36740	
b) Gratuity @ 4.8%		14696	
5. Annual Reference Salary + Retirals		725000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE Shruti

PRINTED NAME SHRUTI AGARWAL

DATE OF JOINING 09 JUN 2021

DATE 09 JUN 2021

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

**For detailed information please refer to Company policies, which are subject to change from time to time.*

Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and

maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :0025EC Date Of Hire : 09 / 06 / 2021

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Shruti Agarwal		0025EC	09 JUN 2021
Employee's Full Name	Employee's Signature	Employee Serial No.	Date

incedo

Ref No: II/OL/ 106504

Date:15 April 2021

Devansha Gaur
A 15, Surajmal Vihar, Delhi Shakarpur,
East Delhi, Delhi 110092

LETTER OF APPOINTMENT

Dear Devansha ,

With reference to your application and subsequent interview(s) you had with us, we are pleased to offer you employment in our organization, on the terms and conditions, mentioned in this letter of appointment herein below :

Department	: Delivery Function
Band/Grade	:2B
Designation	:Software Engineer - Trainee
Location	:Gurugram
Cost to Company	:Your cost to company will be **Rs.488156.00 (Rupees Four Lakhs Eighty Eight Thousand One Hundred and Fifty Six Only)/- per annum.** Inclusive of Performance Bonus amount of Rs. 45,000.00/- Per annum ,this performance bonus shall be payable on six monthly basis during every April and October each year or such other time determined by Incedo from time to time. The amount of Performance Bonus is indicative and shall be finally determined entirely at the behest of Incedo management's discretion on factors such as your performance, performance of business unit you are part of, Company's overall performance and macro-economic factors impacting Incedo. You should be active on the payrolls of the Company on the date of disbursal to be eligible to receive bonus.

1. DATE OF JOINING / APPOINTMENT DATE

This appointment will commence from your date of joining which should not be later than **July 01, 2021** provided that you indicate your acceptance to the same by signing and returning a duplicate a copy of this letter of appointment to us immediately and in any case within Fifteen (15) days from the date of this Letter for Offer of Appointment.

You acknowledge that you have been advised by counsel, or had the opportunity to be advised by counsel, in the negotiation, execution and delivery of this Letter which is binding as a legal agreement and related documents. Further, in case, you have any objections to the terms and conditions of this letter, the same should be communicated to us within 15 days from the date of this letter and prior to your tendering us your acceptance to the same, failing which the entire terms and conditions as stipulated herein, shall be deemed to have been accepted by you without any demur. The Appointment Date shall not be varied except if so intimated by the Company in writing.

You should report for joining at the place of posting on or before the above date of joining along with copies of self-attested documents as mentioned below :

a) Educational documents: 10th, 12th, Graduation (if applicable), Post-Graduation (if applicable)
b) Address proof (Passport/Driving license/ Voter ID /Aadhaar card)
c) PAN card copy (Mandatory)
d) Aadhaar card copy (Mandatory)

e) Work experience letter of previous organizations (if applicable)
f) Six (6) Passport size photographs
g) Resume

NOTE:

a) Submission of above documents is mandatory and failure to submit any one or all of these documents may be termed as disqualification to the proposed appointment.
b) If you are not an Indian Citizen, additional documents shall be mandatory in support of your candidature and eligibility, as per the prevailing law of India in this regard.
c) Please ignore, if you have submitted the above-mentioned documents.

2. DESIGNATION

You shall be designated as **Software Engineer - Trainee** in **Delivery Function.**

You shall be on probation for an initial period of **6 Months**. The probation period may be extended or shortened at the discretion of the Management. A confirmation letter shall be issued to you after satisfactory completion of probation period, at the sole and absolute discretion of the Management

3. REMUNERATION

Your cost to Company shall be **Rs.488156.00 (Rupees Four Lakhs Eighty Eight Thousand One Hundred and Fifty Six Only)/- per annum.**

In the event of cessation of employment for any reason prior to completion of eighteen months (18) work experience with the Company, Company reserves a right to deduct OR demand any other amount paid to you; OR reimbursed to you; OR spent on your behalf or has been committed to any third party under partial OR non-refundable provision, in excess to the agreed compensation between you and Incedo under any agreement.

Your salary and other benefits, if any, shall be subject to the deductions of all Government and local taxes, contribution(s), etc. as required to be made under the prevailing laws of India and shall be further subject to deductions on account of any unauthorized absence, authorized absence for any period beyond the leave entitlement, damage to any property of the Company and all other matters as governed by the Company's policy.

4. PLACE OF POSTING AND WORKING HOURS

a) Presently, you shall be posted at our Office in **Gurugram**. Your place of work may change in case of any relocation of the Company's offices. You are further liable to be transferred to any part within the Country/Overseas as decided by the Management in the interest of the Company.

b) The Management may place/transfer you temporarily/ permanently in any Unit/Department/Associate concern of the Company in or out of India as it may consider necessary at its discretion from time to time.

c) Standard work hours in the Company are 9 hours on a working day. We encourage flexible work timings and work hours, however same is governed basis business need and client contractual obligations. You are advised to discuss with your manager for managing your priorities with greater ease.

d) You may be required to work in shifts and/or any day of the week, if & when specified by the Company, to fulfil business need. In order to support the aforesaid requirement, employees working in odd hours will be eligible for additional benefits as mandated or

prescribed under the law from time to time.With the acceptance to this letter, you hereby extend an unqualified consent towards the provisions of this clause.

e) Any cost/expense incurred outside the scope of prevailing Company policy and without express authorization from shall be borne by You. Indicative example of such cost could be; cost to setup home office and its operation; personally purchased accessories and equipment; cost of daily commute to place of work, etc.

5. CONDUCT & DISCIPLINE

a)Official E-mail ID shall be communicated to you after joining. This will be a password-protected official e-mail ID. Any correspondence /information including letter/notice of confirmation, transfer, promotion, termination, resignation, policy matters, etc. received/sent through such e-mail ID by or to you shall be an acceptable form of communication. You are required to keep the password of such e-mail ID confidential. This E-mail ID must be regularly checked for any communication. This E-mail ID should be used exclusively for authorized official purposes only. You shall exclusively be responsible for any unauthorized and unapproved usage of this e-mail Id. You shall be bound by the Information Security Policy as update from time to time which is available at https://thehub.incedoinc.com/SitePages/InfosecPolicyIndia.aspx.

b) You are expected to maintain high standards of Conduct and Excellence in all your assignments.

c) You shall discharge your duties and responsibilities faithfully and to the best of your ability and talent.

d) You shall at all times comply with the Company's policies. These are available at the public folder at http://thehub.incedoinc.com. Management reserves the rights to amend or modify the existing policies as required, at its sole discretion, any time during the year, with or without notice.

e) As a Company personnel, you are a full-time employee and will not undertake any part time or a full time job, business, work or public office, honorary or remunerating post/assignment whether with or without consideration except with the written permission of the management in each case.

f) You will be governed by the service Rules and Regulations, administrative order(s), any such other rules/orders of the Company now in force and that may be in force from time to time.

6. SECRECY

a)You will not divulge to any unauthorized person(s) other than Company, nor use for any purpose save for official purposes, during the period of your employment with us, or thereafter by word of mouth or otherwise, any information concerning the Company's (or its associate's) operations, plans, know-how etc., that you may come to have known as an employee of the Company. Non-compliance of this clause shall subsist the termination of the employment.

b) Any work/project/assignments handled/developed by you individually or as a group during your employment with the Company, will be the exclusive property of the Company and you will not have any rights on it, whatsoever. You shall execute all such documents as may be required from time to time to secure this right of the Company.

Violation in any manner of the above-mentioned terms and conditions will be dealt under Intellectual Property Laws of India, as prevailing from time to time.

7. PRIVACY OF INFORMATION ON REMUNERATION

The remuneration payable to you would be a matter of confidence between the management and yourself, and you shall not divulge any details thereof to any one inside or outside the organization.

8. NON-SOLICITATION

You covenant, and agree that during your employment with the Company and for a period of three (3) year thereafter due to the exposure and access to substantial confidential or proprietary information pertaining to Company's business and clients that you have till now obtained and shall continue to obtain and in recognition of the need to protect the Company's interest in this regard, you will not, except with the prior written consent of the Company, directly or indirectly;

a) Attempt in any manner to solicit from (a) any current Client/ of the Company or (b) any firm, association or corporation or other entity which you have contacted or otherwise dealt with on behalf of the Company, business of the type carried on, or proposed to carried on, by the Company, or to purchase or sell any products or services including any product or services competing with those provided by the Company; or

b) Attempt to persuade any person, firm or entity, which is a Client/ to cease doing business or to reduce the amount of business which any such Client has customarily done.

c) Employ, solicit, incite canvass or attempt to employ or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding six calendar months. Further, you shall not Solicit, incite or in any other way encourage other employees of the Company to terminate their respective contracts of employment with the Company; or

d) Solicit, canvass or accept employment from any of Company's Clients or any person, firm or company, which competes with the business of the Company.

e) You shall be bound by the surviving terms of this letter post you employment with the Company.

9. GENERAL RULES

In all matters including those not specifically covered by this letter, such as PF, Bonus, Incentives and LTA will be governed as per the rules of the Company.

a) You will intimate in writing to the Management any change of address within a week from the change of the same, failing that any communication sent on your last recorded address shall be deemed to have served on you.

b) You will hand over the charge, the property and the material etc. of the Company in your possession at the time of cessation of your employment with the Company.Your complete full and final settlement is contingent on your compliance with this clause.

c) In the event of a merger, acquisition or a transfer of business, Incedo reserves the right to move employees to the resulting entity post which term and conditions of employment shall be governed by that of the resulting entity.

d) You will be liable to pay damage(s) to the Company for the loss caused by you directly or indirectly, in addition to other legal remedies, which may be required for violating any of the provisions of this letter of appointment/agreement etc. and the Courts at New Delhi will have exclusive jurisdiction over the appointment consequent to this letter and all matters arising there from.

e) You can be furloughed under extraordinary circumstances as determined by Incedo management.

10. CESSATION OF SERVICE

a) In case an employee, whether on probation or confirmed, decides to leave the employment of the Company by way of resignation or otherwise then he/she shall be required to serve a prior notice of **90** Days from date of such resignation and acceptance by the approving authority. In alternative, he/she may be required to make payment equivalent to **90** Days basic salary and/or the period of notice not served upon, in lieu of such notice at the discretion of the Company, if an employee, whether on probation or confirmed, leaves the employment of the Company without following the above specified process, in such events the Company would be within its Rights to forfeit the sum(s) due to the employee, if any, and shall be also at liberty to take appropriate action including but not limited to termination and/or to claim damages(s) and/or loss(s) from said employee..

b) The management reserves the right to terminate your services by giving **90** Days or **90** Days' notice pay in lieu thereof. The notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc. Notwithstanding the above, the management reserves the right to terminate your services as per the termination policy of the Company in the event of non-performance or misconduct which includes but is not limited to negligence of duty, disloyalty, dishonesty, misrepresentation, indiscipline or any other indulgence of excess or any impropriety in complying with the terms of this letter or any action detrimental to the interests of the Company.

c) You shall not be eligible for payout of Retention Bonus/Performance Bonus if you resign from the services of Company or if said component paid to you before the due date.

d) You will automatically retire from the services of the Company on attaining the superannuating age of 60 years.

e) 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 three days of the commencement of such absence, and

ii) Give an explanation to the satisfaction of the management regarding such absence.

f) The management shall have the right to ask you to get yourself medically examined, vaccinated or inoculated by any registered medical practitioner at any time when the management feels it necessary. Your service will be liable to be terminated on being found physically or mentally unfit by a registered medical practitioner, nominated by the Company.

11. VERIFICATION AND BACKGROUND CHECK

a) This Letter of appointment is issued to you on the basis of your candidature, eligibility and on grounds of information/ documents provided by you to the Company, and representations made by you during the hiring process, which is the basis of our offer to you. This offer can be withdrawn, without prejudice, anytime even after your joining if any document submitted or representation made is discovered or reported to be false. Further, if you are not an Indian Citizen by birth, please support your candidature and eligibility to join us with necessary details and documentation, as per the prevailing provisions of law of India.

b) The Company may, at its sole and absolute discretion, conduct background checks prior to or after joining or at any time in future, to check but not limited to your identity, the address provided by you, your education background and past work experience, past antecedents, drug tests and/or any other test or verification. You expressly consent to the Company conducting above checks. You are required to furnish the documents listed in the "Appointment Letter", "Background Verification Form" or any other document as may be required. If the Company, is not satisfied, in its sole and absolute subjective discretion, with the outcome of the aforesaid checks, the Company may (I) Reserve the right to withdraw the Offer made to you without any notice and Compensation (II) Or may treat your appointment as null and void ab-initio (III) Or it may take such other appropriate action as may be advised.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

c) You shall disclose any restriction placed on you regarding, including but not limited to, non-solicitation, IPR, confidentiality, work restrictions etc. to Incedo along with your acknowledgement of this Letter.

In case of any query regarding your appointment letter, please feel free to contact your recruiter.

Please sign the duplicate copy of this letter of appointment and return the same in confirmation of your acceptance of the appointment and all other terms and conditions as stated therein.

Wish you all the best and welcome to Incedo for a long-standing relationship.

Sincerely,

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED
(Wholly Owned Subsidiary of Incedo Inc.)

AUTHORIZED SIGNATORY

HUMAN RESOURCES

ACCEPTANCE OF THE EMPLOYEE

I, hereby, agree to abide by the terms and conditions of this letter of appointment and I am aware that any defiance on my part/lapse in meeting the set standards w.r.t. performance/conduct/following any instructions of the Company during the course of employment would result in legal/disciplinary action against me, including employment termination. I agree to join on or before **August 01, 2021** .

SIGNATURE OF THE EMPLOYEE

16/April/21

incedo

COMPENSATION & ENTITLEMENT

Offer break-up for **Devansha Gaur, Software Engineer - Trainee.**

Details	Monthly	Annually
Basic	16,875	2,02,500
Statutory Bonus	1,688	20,256
Leave Travel Allowance	1,406	16,872
HRA	8,438	1,01,256
Telephone Reimbursement	844	10,128
Meal Allowance	2,200	26,400
Professional Development Allowance	499	5,988
Gross Salary	**31,950**	**3,83,400**
Employee Provident Fund	1,800	21,600
Fixed Compensation	33,750	4,05,000
Employer PF	1,800	21,600
Gratuity		9,720.00
Insurance		6,836.00
Performance Bonus		45,000
Cost to Company ("CTC")		**4,88,156**

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED
(Wholly Owned Subsidiary of Incedo Inc.)

Khairajatgar

AUTHORIZED SIGNATORY

HUMAN RESOURCES

Note:

1) Your Salary is strictly confidential and you should not disclose it to anyone without prior permission of the Company in writing.
2) All tax implications arising as part of your salary structure shall be borne by you.
3) Contribution towards EPF is mandatory for all employees.
4) You and your family (Spouse and upto 3 children) are covered under the Group Mediclaim Insurance Policy through Oriental Insurance Company Limited. Total sum insured is Rs. 3,00,000/- (Rupees Three Lakh Only) per family.
5) You are covered under the Group Personal Accident Policy through The New India Assurance Company Limited. Total sum insured is Rs.5,00,000/- (Rupees Five Lakhs only).
6)You are covered under the Group Term Life Insurance Policy through ICICI Prudential Life Insurance Company Limited. Total sum insured is 1.5 times of annual fixed salary or Rs.1,00,00,000/- (Rupees 1 Crore only), whichever is lower.

I, hereby, agree to abide by the terms and conditions of this Appointment Letter.

SIGNATURE OF EMPLOYEE

Devansha Gaur
16/April/21

Ref No: II/OL/ 106505

Date:15 April 2021

Kanupriya Gupta
149/28, Purane Laxman Mandirwali Gali, Near Purane Laxman Mandir,
Bharatpur, Rajasthan 321001

LETTER OF APPOINTMENT

Dear Kanupriya ,

With reference to your application and subsequent interview(s) you had with us, we are pleased to offer you employment in our organization, on the terms and conditions, mentioned in this letter of appointment herein below :

Department	: Delivery Function
Band/Grade	:2B
Designation	:Software Engineer - Trainee
Location	:Gurugram
Cost to Company	:Your cost to company will be **Rs.488156.00 (Rupees Four Lakhs Eighty Eight Thousand One Hundred and Fifty Six Only)/- per annum.** Inclusive of Performance Bonus amount of Rs. 45,000.00/- Per annum ,this performance bonus shall be payable on six monthly basis during every April and October each year or such other time determined by Incedo from time to time. The amount of Performance Bonus is indicative and shall be finally determined entirely at the behest of Incedo management's discretion on factors such as your performance, performance of business unit you are part of, Company's overall performance and macro-economic factors impacting Incedo. You should be active on the payrolls of the Company on the date of disbursal to be eligible to receive bonus.

1. DATE OF JOINING / APPOINTMENT DATE

This appointment will commence from your date of joining which should not be later than **July 01, 2021** provided that you indicate your acceptance to the same by signing and returning a duplicate a copy of this letter of appointment to us immediately and in any case within Fifteen (15) days from the date of this Letter for Offer of Appointment.

You acknowledge that you have been advised by counsel, or had the opportunity to be advised by counsel, in the negotiation, execution and delivery of this Letter which is binding as a legal agreement and related documents. Further, in case, you have any objections to the terms and conditions of this letter, the same should be communicated to us within 15 days from the date of this letter and prior to your tendering us your acceptance to the same, failing which the entire terms and conditions as stipulated herein, shall be deemed to have been accepted by you without any demur. The Appointment Date shall not be varied except if so intimated by the Company in writing.

You should report for joining at the place of posting on or before the above date of joining along with copies of self-attested documents as mentioned below :

a) Educational documents: 10th, 12th, Graduation (if applicable), Post-Graduation (if applicable)
b) Address proof (Passport/Driving license/ Voter ID /Aadhaar card)
c) PAN card copy (Mandatory)
d) Aadhaar card copy (Mandatory)

e) Work experience letter of previous organizations (if applicable)
f) Six (6) Passport size photographs
g) Resume

NOTE:

a) Submission of above documents is mandatory and failure to submit any one or all of these documents may be termed as disqualification to the proposed appointment.
b) If you are not an Indian Citizen, additional documents shall be mandatory in support of your candidature and eligibility, as per the prevailing law of India in this regard.
c) Please ignore, if you have submitted the above-mentioned documents.

2. DESIGNATION

You shall be designated as **Software Engineer - Trainee** in **Delivery Function.**

You shall be on probation for an initial period of **6 Months**. The probation period may be extended or shortened at the discretion of the Management. A confirmation letter shall be issued to you after satisfactory completion of probation period, at the sole and absolute discretion of the Management

3. REMUNERATION

Your cost to Company shall be **Rs.488156.00 (Rupees Four Lakhs Eighty Eight Thousand One Hundred and Fifty Six Only)/- per annum.**

In the event of cessation of employment for any reason prior to completion of eighteen months (18) work experience with the Company, Company reserves a right to deduct OR demand any other amount paid to you; OR reimbursed to you; OR spent on your behalf or has been committed to any third party under partial OR non-refundable provision, in excess to the agreed compensation between you and Incedo under any agreement.

Your salary and other benefits, if any, shall be subject to the deductions of all Government and local taxes, contribution(s), etc. as required to be made under the prevailing laws of India and shall be further subject to deductions on account of any unauthorized absence, authorized absence for any period beyond the leave entitlement, damage to any property of the Company and all other matters as governed by the Company's policy.

4. PLACE OF POSTING AND WORKING HOURS

a) Presently, you shall be posted at our Office in **Gurugram.** Your place of work may change in case of any relocation of the Company's offices. You are further liable to be transferred to any part within the Country/Overseas as decided by the Management in the interest of the Company.

b) The Management may place/transfer you temporarily/ permanently in any Unit/Department/Associate concern of the Company in or out of India as it may consider necessary at its discretion from time to time.

c) Standard work hours in the Company are 9 hours on a working day. We encourage flexible work timings and work hours, however same is governed basis business need and client contractual obligations. You are advised to discuss with your manager for managing your priorities with greater ease.

d) You may be required to work in shifts and/or any day of the week, if & when specified by the Company, to fulfil business need. In order to support the aforesaid requirement, employees working in odd hours will be eligible for additional benefits as mandated or

prescribed under the law from time to time.With the acceptance to this letter, you hereby extend an unqualified consent towards the provisions of this clause.

e) Any cost/expense incurred outside the scope of prevailing Company policy and without express authorization from shall be borne by You. Indicative example of such cost could be; cost to setup home office and its operation; personally purchased accessories and equipment; cost of daily commute to place of work, etc.

5. CONDUCT & DISCIPLINE

a)Official E-mail ID shall be communicated to you after joining. This will be a password-protected official e-mail ID. Any correspondence /information including letter/notice of confirmation, transfer, promotion, termination, resignation, policy matters, etc. received/sent through such e-mail ID by or to you shall be an acceptable form of communication. You are required to keep the password of such e-mail ID confidential. This E-mail ID must be regularly checked for any communication. This E-mail ID should be used exclusively for authorized official purposes only. You shall exclusively be responsible for any unauthorized and unapproved usage of this e-mail id. You shall be bound by the Information Security Policy as update from time to time which is available at https://thehub.incedoinc.com/SitePages/InfosecPolicyIndia.aspx.

b) You are expected to maintain high standards of Conduct and Excellence in all your assignments.

c) You shall discharge your duties and responsibilities faithfully and to the best of your ability and talent.

d) You shall at all times comply with the Company's policies. These are available at the public folder at http://thehub.incedoinc.com. Management reserves the rights to amend or modify the existing policies as required, at its sole discretion, any time during the year, with or without notice.

e) As a Company personnel, you are a full-time employee and will not undertake any part time or a full time job, business, work or public office, honorary or remunerating post/assignment whether with or without consideration except with the written permission of the management in each case.

f) You will be governed by the service Rules and Regulations, administrative order(s), any such other rules/orders of the Company now in force and that may be in force from time to time.

6. SECRECY

a)You will not divulge to any unauthorized person(s) other than Company, nor use for any purpose save for official purposes, during the period of your employment with us, or thereafter by word of mouth or otherwise, any information concerning the Company's (or its associate's) operations, plans, know-how etc., that you may come to have known as an employee of the Company. Non-compliance of this clause shall subsist the termination of the employment.

b) Any work/project/assignments handled/developed by you individually or as a group during your employment with the Company, will be the exclusive property of the Company and you will not have any rights on it, whatsoever. You shall execute all such documents as may be required from time to time to secure this right of the Company.

Violation in any manner of the above-mentioned terms and conditions will be dealt under Intellectual Property Laws of India, as prevailing from time to time.

7. PRIVACY OF INFORMATION ON REMUNERATION

The remuneration payable to you would be a matter of confidence between the management and yourself, and you shall not divulge any details thereof to any one inside or outside the organization.

8. NON-SOLICITATION

You covenant, and agree that during your employment with the Company and for a period of three (3) year thereafter due to the exposure and access to substantial confidential or proprietary information pertaining to Company's business and clients that you have till now obtained and shall continue to obtain and in recognition of the need to protect the Company's interest in this regard, you will not, except with the prior written consent of the Company, directly or indirectly;

a) Attempt in any manner to solicit from (a) any current Client/ of the Company or (b) any firm, association or corporation or other entity which you have contacted or otherwise dealt with on behalf of the Company, business of the type carried on, or proposed to carried on, by the Company, or to purchase or sell any products or services including any product or services competing with those provided by the Company; or

b) Attempt to persuade any person, firm or entity, which is a Client/ to cease doing business or to reduce the amount of business which any such Client has customarily done.

c) Employ, solicit, incite canvass or attempt to employ or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding six calendar months. Further, you shall not Solicit, incite or in any other way encourage other employees of the Company to terminate their respective contracts of employment with the Company; or

d) Solicit, canvass or accept employment from any of Company's Clients or any person, firm or company, which competes with the business of the Company.

e) You shall be bound by the surviving terms of this letter post you employment with the Company.

9. GENERAL RULES

In all matters including those not specifically covered by this letter, such as PF, Bonus, Incentives and LTA will be governed as per the rules of the Company.

a) You will intimate in writing to the Management any change of address within a week from the change of the same, failing that any communication sent on your last recorded address shall be deemed to have served on you.

b) You will hand over the charge, the property and the material etc. of the Company in your possession at the time of cessation of your employment with the Company.Your complete full and final settlement is contingent on your compliance with this clause.

c) In the event of a merger, acquisition or a transfer of business, Incedo reserves the right to move employees to the resulting entity post which term and conditions of employment shall be governed by that of the resulting entity.

d) You will be liable to pay damage(s) to the Company for the loss caused by you directly or indirectly, in addition to other legal remedies, which may be required for violating any of the provisions of this letter of appointment/agreement etc. and the Courts at New Delhi will have exclusive jurisdiction over the appointment consequent to this letter and all matters arising there from.

e) You can be furloughed under extraordinary circumstances as determined by Incedo management.

10. CESSATION OF SERVICE

a) In case an employee, whether on probation or confirmed, decides to leave the employment of the Company by way of resignation or otherwise then he/she shall be required to serve a prior notice of **90** Days from date of such resignation and acceptance by the approving authority. In alternative, he/she may be required to make payment equivalent to **90** Days basic salary and/or the period of notice not served upon, in lieu of such notice at the discretion of the Company, if an employee, whether on probation or confirmed, leaves the employment of the Company without following the above specified process, in such events the Company would be within its Rights to forfeit the sum(s) due to the employee, if any, and shall be also at liberty to take appropriate action including but not limited to termination and/or to claim damages(s) and/or loss(s) from said employee..

b) The management reserves the right to terminate your services by giving **90** Days or **90** Days' notice pay in lieu thereof. The notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc. Notwithstanding the above, the management reserves the right to terminate your services as per the termination policy of the Company in the event of non-performance or misconduct which includes but is not limited to negligence of duty, disloyalty, dishonesty, misrepresentation, indiscipline or any other indulgence of excess or any impropriety in complying with the terms of this letter or any action detrimental to the interests of the Company.

c) You shall not be eligible for payout of Retention Bonus/Performance Bonus if you resign from the services of Company or if said component paid to you before the due date.

d) You will automatically retire from the services of the Company on attaining the superannuating age of 60 years.

e) 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 three days of the commencement of such absence, and

ii) Give an explanation to the satisfaction of the management regarding such absence.

f) The management shall have the right to ask you to get yourself medically examined, vaccinated or inoculated by any registered medical practitioner at any time when the management feels it necessary. Your service will be liable to be terminated on being found physically or mentally unfit by a registered medical practitioner, nominated by the Company.

11. VERIFICATION AND BACKGROUND CHECK

a) This Letter of appointment is issued to you on the basis of your candidature, eligibility and on grounds of information/ documents provided by you to the Company, and representations made by you during the hiring process, which is the basis of our offer to you. This offer can be withdrawn, without prejudice, anytime even after your joining if any document submitted or representation made is discovered or reported to be false. Further, if you are not an Indian Citizen by birth, please support your candidature and eligibility to join us with necessary details and documentation, as per the prevailing provisions of law of India.

b) The Company may, at its sole and absolute discretion, conduct background checks prior to or after joining or at any time in future, to check but not limited to your identity, the address provided by you, your education background and past work experience, past antecedents, drug tests and/or any other test or verification. You expressly consent to the Company conducting above checks. You are required to furnish the documents listed in the "Appointment Letter", "Background Verification Form" or any other document as may be required. If the Company, is not satisfied, in its sole and absolute subjective discretion, with the outcome of the aforesaid checks, the Company may (I) Reserve the right to withdraw the Offer made to you without any notice and Compensation (II) Or may treat your appointment as null and void ab-initio (III) Or it may take such other appropriate action as may be advised.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

c) You shall disclose any restriction placed on you regarding, including but not limited to, non-solicitation, IPR, confidentiality, work restrictions etc. to Incedo along with your acknowledgement of this Letter.

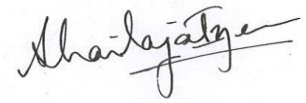
In case of any query regarding your appointment letter, please feel free to contact your recruiter.

Please sign the duplicate copy of this letter of appointment and return the same in confirmation of your acceptance of the appointment and all other terms and conditions as stated therein.

Wish you all the best and welcome to Incedo for a long-standing relationship.

Sincerely,

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED
(Wholly Owned Subsidiary of Incedo Inc.)



AUTHORIZED SIGNATORY

HUMAN RESOURCES

ACCEPTANCE OF THE EMPLOYEE

I, hereby, agree to abide by the terms and conditions of this letter of appointment and I am aware that any defiance on my part/lapse in meeting the set standards w.r.t. performance/conduct/following any instructions of the Company during the course of employment would result in legal/disciplinary action against me, including employment termination. I agree to join on or before **August 01, 2021 .**

SIGNATURE OF THE EMPLOYEE

COMPENSATION & ENTITLEMENT

Offer break-up for **Kanupriya Gupta, Software Engineer - Trainee.**

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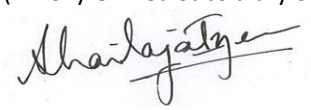
Fixed Compensation	33,750	4,05,000
Employer PF	1,800	21,600
Gratuity		9,720.00
Insurance		6,836.00
Performance Bonus		45,000
Cost to Company ("CTC")		**4,88,156**

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED
(Wholly Owned Subsidiary of Incedo Inc.)



AUTHORIZED SIGNATORY

HUMAN RESOURCES

Note:

1) Your Salary is strictly confidential and you should not disclose it to anyone without prior permission of the Company in writing.
2) All tax implications arising as part of your salary structure shall be borne by you.
3) Contribution towards EPF is mandatory for all employees.
4) You and your family (Spouse and upto 3 children) are covered under the Group Mediclaim Insurance Policy through Oriental Insurance Company Limited. Total sum insured is Rs. 3,00,000/- (Rupees Three Lakh Only) per family.
5) You are covered under the Group Personal Accident Policy through The New India Assurance Company Limited. Total sum insured is Rs.5,00,000/- (Rupees Five Lakhs only).
6)You are covered under the Group Term Life Insurance Policy through ICICI Prudential Life Insurance Company Limited. Total sum insured is 1.5 times of annual fixed salary or Rs.1,00,00,000/- (Rupees 1 Crore only), whichever is lower.

I, hereby, agree to abide by the terms and conditions of this Appointment Letter.

SIGNATURE OF EMPLOYEE

incedo

Ref No: II/OL/ 106508

Date:15 April 2021

Yogita Soni
Plot No 80, Pratap Nagar, Jhalar Bawri, Rawatbhata,
Chittorgarh, Rajasthan 323307

LETTER OF APPOINTMENT

Dear Yogita ,

With reference to your application and subsequent interview(s) you had with us, we are pleased to offer you employment in our organization, on the terms and conditions, mentioned in this letter of appointment herein below :

Department	: Delivery Function
Band/Grade	:2B
Designation	:Software Engineer - Trainee
Location	:Gurugram
Cost to Company	:Your cost to company will be **Rs.488156.00 (Rupees Four Lakhs Eighty Eight Thousand One Hundred and Fifty Six Only)/- per annum.** Inclusive of Performance Bonus amount of Rs. 45,000.00/- Per annum ,this performance bonus shall be payable on six monthly basis during every April and October each year or such other time determined by Incedo from time to time. The amount of Performance Bonus is indicative and shall be finally determined entirely at the behest of Incedo management's discretion on factors such as your performance, performance of business unit you are part of, Company's overall performance and macro-economic factors impacting Incedo. You should be active on the payrolls of the Company on the date of disbursal to be eligible to receive bonus.

1. DATE OF JOINING / APPOINTMENT DATE

This appointment will commence from your date of joining which should not be later than **July 01, 2021** provided that you indicate your acceptance to the same by signing and returning a duplicate a copy of this letter of appointment to us immediately and in any case within Fifteen (15) days from the date of this Letter for Offer of Appointment.

You acknowledge that you have been advised by counsel, or had the opportunity to be advised by counsel, in the negotiation, execution and delivery of this Letter which is binding as a legal agreement and related documents. Further, in case, you have any objections to the terms and conditions of this letter, the same should be communicated to us within 15 days from the date of this letter and prior to your tendering us your acceptance to the same, failing which the entire terms and conditions as stipulated herein, shall be deemed to have been accepted by you without any demur. The Appointment Date shall not be varied except if so intimated by the Company in writing.

You should report for joining at the place of posting on or before the above date of joining along with copies of self-attested documents as mentioned below :

a) Educational documents: 10th, 12th, Graduation (if applicable), Post-Graduation (if applicable)
b) Address proof (Passport/Driving license/ Voter ID /Aadhaar card)
c) PAN card copy (Mandatory)
d) Aadhaar card copy (Mandatory)

e) Work experience letter of previous organizations (if applicable)
f) Six (6) Passport size photographs
g) Resume

NOTE:

a) Submission of above documents is mandatory and failure to submit any one or all of these documents may be termed as disqualification to the proposed appointment.
b) If you are not an Indian Citizen, additional documents shall be mandatory in support of your candidature and eligibility, as per the prevailing law of India in this regard.
c) Please ignore, if you have submitted the above-mentioned documents.

2. DESIGNATION

You shall be designated as **Software Engineer - Trainee** in **Delivery Function.**

You shall be on probation for an initial period of **6 Months.** The probation period may be extended or shortened at the discretion of the Management. A confirmation letter shall be issued to you after satisfactory completion of probation period, at the sole and absolute discretion of the Management

3. REMUNERATION

Your cost to Company shall be **Rs.488156.00 (Rupees Four Lakhs Eighty Eight Thousand One Hundred and Fifty Six Only)/- per annum.**

In the event of cessation of employment for any reason prior to completion of eighteen months (18) work experience with the Company, Company reserves a right to deduct OR demand any other amount paid to you; OR reimbursed to you; OR spent on your behalf or has been committed to any third party under partial OR non-refundable provision, in excess to the agreed compensation between you and Incedo under any agreement.

Your salary and other benefits, if any, shall be subject to the deductions of all Government and local taxes, contribution(s), etc. as required to be made under the prevailing laws of India and shall be further subject to deductions on account of any unauthorized absence, authorized absence for any period beyond the leave entitlement, damage to any property of the Company and all other matters as governed by the Company's policy.

4. PLACE OF POSTING AND WORKING HOURS

a) Presently, you shall be posted at our Office in **Gurugram.** Your place of work may change in case of any relocation of the Company's offices. You are further liable to be transferred to any part within the Country/Overseas as decided by the Management in the interest of the Company.

b) The Management may place/transfer you temporarily/ permanently in any Unit/Department/Associate concern of the Company in or out of India as it may consider necessary at its discretion from time to time.

c) Standard work hours in the Company are 9 hours on a working day. We encourage flexible work timings and work hours, however same is governed basis business need and client contractual obligations. You are advised to discuss with your manager for managing your priorities with greater ease.

d) You may be required to work in shifts and/or any day of the week, if & when specified by the Company, to fulfil business need. In order to support the aforesaid requirement, employees working in odd hours will be eligible for additional benefits as mandated or

prescribed under the law from time to time.With the acceptance to this letter, you hereby extend an unqualified consent towards the provisions of this clause.

e) Any cost/expense incurred outside the scope of prevailing Company policy and without express authorization from shall be borne by You. Indicative example of such cost could be; cost to setup home office and its operation; personally purchased accessories and equipment; cost of daily commute to place of work, etc.

5. CONDUCT & DISCIPLINE

a)Official E-mail ID shall be communicated to you after joining. This will be a password-protected official e-mail ID. Any correspondence /information including letter/notice of confirmation, transfer, promotion, termination, resignation, policy matters, etc. received/sent through such e-mail ID by or to you shall be an acceptable form of communication. You are required to keep the password of such e-mail ID confidential. This E-mail ID must be regularly checked for any communication. This E-mail ID should be used exclusively for authorized official purposes only. You shall exclusively be responsible for any unauthorized and unapproved usage of this e-mail id. You shall be bound by the Information Security Policy as update from time to time which is available at https://thehub.incedoinc.com/SitePages/InfosecPolicyIndia.aspx.

b) You are expected to maintain high standards of Conduct and Excellence in all your assignments.

c) You shall discharge your duties and responsibilities faithfully and to the best of your ability and talent.

d) You shall at all times comply with the Company's policies. These are available at the public folder at http://thehub.incedoinc.com. Management reserves the rights to amend or modify the existing policies as required, at its sole discretion, any time during the year, with or without notice.

e) As a Company personnel, you are a full-time employee and will not undertake any part time or a full time job, business, work or public office, honorary or remunerating post/assignment whether with or without consideration except with the written permission of the management in each case.

f) You will be governed by the service Rules and Regulations, administrative order(s), any such other rules/orders of the Company now in force and that may be in force from time to time.

6. SECRECY

a)You will not divulge to any unauthorized person(s) other than Company, nor use for any purpose save for official purposes, during the period of your employment with us, or thereafter by word of mouth or otherwise, any information concerning the Company's (or its associate's) operations, plans, know-how etc., that you may come to have known as an employee of the Company. Non-compliance of this clause shall subsist the termination of the employment.

b) Any work/project/assignments handled/developed by you individually or as a group during your employment with the Company, will be the exclusive property of the Company and you will not have any rights on it, whatsoever. You shall execute all such documents as may be required from time to time to secure this right of the Company.

Violation in any manner of the above-mentioned terms and conditions will be dealt under Intellectual Property Laws of India, as prevailing from time to time.

7. PRIVACY OF INFORMATION ON REMUNERATION

The remuneration payable to you would be a matter of confidence between the management and yourself, and you shall not divulge any details thereof to any one inside or outside the organization.

8. NON-SOLICITATION

You covenant, and agree that during your employment with the Company and for a period of three (3) year thereafter due to the exposure and access to substantial confidential or proprietary information pertaining to Company's business and clients that you have till now obtained and shall continue to obtain and in recognition of the need to protect the Company's interest in this regard, you will not, except with the prior written consent of the Company, directly or indirectly;

a) Attempt in any manner to solicit from (a) any current Client/ of the Company or (b) any firm, association or corporation or other entity which you have contacted or otherwise dealt with on behalf of the Company, business of the type carried on, or proposed to carried on, by the Company, or to purchase or sell any products or services including any product or services competing with those provided by the Company; or

b) Attempt to persuade any person, firm or entity, which is a Client/ to cease doing business or to reduce the amount of business which any such Client has customarily done.

c) Employ, solicit, incite canvass or attempt to employ or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding six calendar months. Further, you shall not Solicit, incite or in any other way encourage other employees of the Company to terminate their respective contracts of employment with the Company; or

d) Solicit, canvass or accept employment from any of Company's Clients or any person, firm or company, which competes with the business of the Company.

e) You shall be bound by the surviving terms of this letter post you employment with the Company.

9. GENERAL RULES

In all matters including those not specifically covered by this letter, such as PF, Bonus, Incentives and LTA will be governed as per the rules of the Company.

a) You will intimate in writing to the Management any change of address within a week from the change of the same, failing that any communication sent on your last recorded address shall be deemed to have served on you.

b) You will hand over the charge, the property and the material etc. of the Company in your possession at the time of cessation of your employment with the Company.Your complete full and final settlement is contingent on your compliance with this clause.

c) In the event of a merger, acquisition or a transfer of business, Incedo reserves the right to move employees to the resulting entity post which term and conditions of employment shall be governed by that of the resulting entity.

d) You will be liable to pay damage(s) to the Company for the loss caused by you directly or indirectly, in addition to other legal remedies, which may be required for violating any of the provisions of this letter of appointment/agreement etc. and the Courts at New Delhi will have exclusive jurisdiction over the appointment consequent to this letter and all matters arising there from.

e) You can be furloughed under extraordinary circumstances as determined by Incedo management.

10. CESSATION OF SERVICE

a) In case an employee, whether on probation or confirmed, decides to leave the employment of the Company by way of resignation or otherwise then he/she shall be required to serve a prior notice of **90** Days from date of such resignation and acceptance by the approving authority. In alternative, he/she may be required to make payment equivalent to **90** Days basic salary and/or the period of notice not served upon, in lieu of such notice at the discretion of the Company, if an employee, whether on probation or confirmed, leaves the employment of the Company without following the above specified process, in such events the Company would be within its Rights to forfeit the sum(s) due to the employee, if any, and shall be also at liberty to take appropriate action including but not limited to termination and/or to claim damages(s) and/or loss(s) from said employee..

b) The management reserves the right to terminate your services by giving **90** Days or **90** Days' notice pay in lieu thereof. The notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc. Notwithstanding the above, the management reserves the right to terminate your services as per the termination policy of the Company in the event of non-performance or misconduct which includes but is not limited to negligence of duty, disloyalty, dishonesty, misrepresentation, indiscipline or any other indulgence of excess or any impropriety in complying with the terms of this letter or any action detrimental to the interests of the Company.

c) You shall not be eligible for payout of Retention Bonus/Performance Bonus if you resign from the services of Company or if said component paid to you before the due date.

d) You will automatically retire from the services of the Company on attaining the superannuating age of 60 years.

e) 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 three days of the commencement of such absence, and

ii) Give an explanation to the satisfaction of the management regarding such absence.

f) The management shall have the right to ask you to get yourself medically examined, vaccinated or inoculated by any registered medical practitioner at any time when the management feels it necessary. Your service will be liable to be terminated on being found physically or mentally unfit by a registered medical practitioner, nominated by the Company.

11. VERIFICATION AND BACKGROUND CHECK

a) This Letter of appointment is issued to you on the basis of your candidature, eligibility and on grounds of information/ documents provided by you to the Company, and representations made by you during the hiring process, which is the basis of our offer to you. This offer can be withdrawn, without prejudice, anytime even after your joining if any document submitted or representation made is discovered or reported to be false. Further, if you are not an Indian Citizen by birth, please support your candidature and eligibility to join us with necessary details and documentation, as per the prevailing provisions of law of India.

b) The Company may, at its sole and absolute discretion, conduct background checks prior to or after joining or at any time in future, to check but not limited to your identity, the address provided by you, your education background and past work experience, past antecedents, drug tests and/or any other test or verification. You expressly consent to the Company conducting above checks. You are required to furnish the documents listed in the "Appointment Letter", "Background Verification Form" or any other document as may be required. If the Company, is not satisfied, in its sole and absolute subjective discretion, with the outcome of the aforesaid checks, the Company may (I) Reserve the right to withdraw the Offer made to you without any notice and Compensation (II) Or may treat your appointment as null and void ab-initio (III) Or it may take such other appropriate action as may be advised.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

c) You shall disclose any restriction placed on you regarding, including but not limited to, non-solicitation, IPR, confidentiality, work restrictions etc. to Incedo along with your acknowledgement of this Letter.

In case of any query regarding your appointment letter, please feel free to contact your recruiter.

Please sign the duplicate copy of this letter of appointment and return the same in confirmation of your acceptance of the appointment and all other terms and conditions as stated therein.

Wish you all the best and welcome to Incedo for a long-standing relationship.

Sincerely,

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED
(Wholly Owned Subsidiary of Incedo Inc.)

AUTHORIZED SIGNATORY

HUMAN RESOURCES

ACCEPTANCE OF THE EMPLOYEE

I, hereby, agree to abide by the terms and conditions of this letter of appointment and I am aware that any defiance on my part/lapse in meeting the set standards w.r.t. performance/conduct/following any instructions of the Company during the course of employment would result in legal/disciplinary action against me, including employment termination. I agree to join on or before **August 01, 2021 .**

SIGNATURE OF THE EMPLOYEE

Yogita 15/4/21

INCEDO

COMPENSATION & ENTITLEMENT

Offer break-up for **Yogita Soni, Software Engineer - Trainee.**

Details	Monthly	Annually
Basic	16,875	2,02,500
Statutory Bonus	1,688	20,256
Leave Travel Allowance	1,406	16,872
HRA	8,438	1,01,256
Telephone Reimbursement	844	10,128
Meal Allowance	2,200	26,400
Professional Development Allowance	499	5,988
Gross Salary	**31,950**	**3,83,400**
Employee Provident Fund	1,800	21,600
Fixed Compensation	33,750	4,05,000
Employer PF	1,800	21,600
Gratuity		9,720.00
Insurance		6,836.00
Performance Bonus		45,000
Cost to Company ("CTC")		**4,88,156**

FOR INCEDO TECHNOLOGY SOLUTIONS LIMITED
(Wholly Owned Subsidiary of Incedo Inc.)

Shailajatyagi

AUTHORIZED SIGNATORY

HUMAN RESOURCES

Note:

1) Your Salary is strictly confidential and you should not disclose it to anyone without prior permission of the Company in writing.
2) All tax implications arising as part of your salary structure shall be borne by you.
3) Contribution towards EPF is mandatory for all employees.
4) You and your family (Spouse and upto 3 children) are covered under the Group Mediclaim Insurance Policy through Oriental Insurance Company Limited. Total sum insured is Rs. 3,00,000/- (Rupees Three Lakh Only) per family.
5) You are covered under the Group Personal Accident Policy through The New India Assurance Company Limited. Total sum insured is Rs.5,00,000/- (Rupees Five Lakhs only).
6)You are covered under the Group Term Life Insurance Policy through ICICI Prudential Life Insurance Company Limited. Total sum insured is 1.5 times of annual fixed salary or Rs.1,00,00,000/- (Rupees 1 Crore only), whichever is lower.

I, hereby, agree to abide by the terms and conditions of this Appointment Letter.

SIGNATURE OF EMPLOYEE

Yogita
15/4/21

04/05/21

Upasana Kapoor
C-33 Shankaracharaya marg, Adarsh Nagar

Delhi, KA 110033

Dear Upasana,

We are pleased to extend an offer to join IND Informatica Business Solutions Pvt Ltd, (the “Company” or “Informatica”), subject to the following terms and conditions. You will report for work and your employment will begin on July 5, 2021.

1. JOB TITLE

Your job title at Informatica will be Associate Consultant. In this capacity you will report to Rahul A Kulkarni, Manager II, IPS. At any time, Informatica may change your reporting structure of job title based on business needs, and likewise may adjust your role, responsibilities or work assigned from time to time. You will be employed by the company at the Bangalore, India office (see physical address immediately below).

Bangalore	Hyderabad	Mumbai	Chennai
Informatica Business Solutions Pvt. Ltd. No. 66/1, Bagmane Commerz 02 Bagmane Tech Park C V Raman Nagar Bangalore, Karnataka India - 560 093	Informatica Business Solutions Pvt. Ltd. Unit no. 804, 8th floor, Skyview 10 Sy No. 83/1, Plot Nos., 22, 23, 24, 31, 32 & 33, Raidurgam, Madhapur Telangana State Hyderabad – 500 081	Informatica Business Solutions Pvt. Ltd. Vatika Business Centre 7th Floor Wing-B, Supreme Business Park Hiranandani Gardens, Powai Mumbai, Maharashtra India - 400 076	Elnet Software City Module 33B, 33C, 3rd Floor TS140 Block 2 and 9 Rajiv Gandhi Salai Taramani Chennai, Tamil Nadui - 600113, India

2. PROBATION

You will be on probation for a period of 6 month(s) from the date your employment with the Company begins on July 5, 2021. Upon successful completion of the probationary period, the Company at its sole discretion shall confirm your services if appropriate. Until and unless your services are confirmed in writing, it is deemed that you continue to be on probation.

3. COMPENSATION

- You will be paid base compensation of Rs.615,000.00/- per annum.
- You will be eligible to participate in an individual incentive compensation plan beginning on your start date. Your incentive compensation plan is individualized and specific to your role, and governs all terms and conditions of any incentive payments, including eligibility requirements. Your individual incentive compensation plan may be amended from time to time. Your annualized individual incentive target is Rs.32,368.00.
- Your base salary together with the above discretionary performance-related bonus, and all social security contributions (PF, Gratuity and Medical Insurance) enables you to earn up to Rs.711,555.00/- per annum.

4. OTHER BENEFITS

In addition to your salary and discretionary performance bonus, you will be eligible for **standard company benefits**, as follows and subject to meeting plan criteria:

1. Medical insurance - Coverage for employee, spouse and dependent children.
2. All other benefits available to employees in the same class as you, as detailed in Informatica’s policies and benefit plans.

5. CONFIDENTIALITY

The Company considers the protection of its confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you are required to execute a Confidentiality and Intellectual Property Agreement, annexed to this letter of appointment and employment contract, as a term and condition of your employment with the Company. You further agree that you will not use the Company’s trade secrets to solicit customers of the Company either during your employment with Informatica (except as expressly authorized by the Company) or after your employment with Informatica ends.

6. RESIGNATION OR TERMINATION

1. Prior to the confirmation of your service at the Company (during the probationary period), the contract of employment is terminable by either the Company or by you, by giving 1 month(’s) notice in writing to the other. The Company reserves the right to pay or recover from you, 1

month(’s) base compensation, in lieu of the notice period. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company, including but not limited to the Code of Business Conduct.

2. After confirmation of your service at the Company, the contract of employment is terminable by either the Company or by you, by giving 1 month('s) notice in writing to the other. The Company reserves the right to pay or recover from you, 1 month('s) base compensation, in lieu of the notice period. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company, including but not limited to the Code of Business Conduct.
3. If termination is initiated by you, the Company may, at its discretion, relieve you from a date it may deem fit, at any time before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period.
4. During the notice period, however, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorized to withhold/forfeit your dues or unearned wages.
5. On termination of employment and/or your resignation you will immediately return to the Company all monetary dues (like loans, advances, relocation expenses, etc.), tools, accessories, formulae, documents, specifications, books, etc., of whatsoever nature in your custody, care or charge and obtain clearance from the relevant person(s), office(s), department(s), on production of which alone your dues, if any, will be settled by the Company.

7. ABANDONMENT

Absence for a continuous period of five working days without notice will render you to lose your lien on employment, and the same will be deemed as voluntary abandonment of service and you will be terminated without notice and without any pay in lieu of notice.

8. PLACE OF WORK AND TRANSFER

Your services can be transferred by the Company in such capacity as the Company may, from time to time, determine anywhere in India or abroad to any one of Informatica’s parent companies, departments, subsidiaries, joint ventures, associates, sister companies, etc. as per the needs of the Company.

Such transfers will not create for you any right to ask for revision in your salary or other terms and conditions of your services. Consequent to such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in the place you are transferred to.

9. RETIREMENT

Your age of retirement from the services of the Company will be on completion of 60 years. However, you may be retired at any age before sixty years during your services in the establishment if you are unable to perform or render service satisfactorily due to any form of physical or mental infirmity or are not able to perform given work. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls. This refers to the date of birth submitted by you to the Company at the time of joining. No changes to the date of birth would be entertained, at any later point in time.

10. EMPLOYMENT VERIFICATION & CREDENTIALS

Your employment will be subject to a background check, which will be conducted by such agency/firm/establishment, whose services are contracted by the Company, from time to time. The verification will include authentication of any factual or historical information provided by you, related to past and present data such as reference details, previous employment details, educational credentials and criminal records, etc.

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, you will be liable to be removed from services without any notice or compensation.

11. OTHER TERMS AND CONDITIONS

Your work in the Company will be subject to the rules and regulations of the Company, as promulgated and modified from time to time in relation to your conduct, discipline and other matters. In addition, all such other rules and regulations as may be in operation at the time of your accepting the appointment with the Company and which may be amended or altered from time to time at the discretion of the Company will also apply to you.

12. EXCLUSIVITY, NON-RECRUITING COVENANT

While employed by the Company, you will not be allowed to undertake any other employment or engage in any external activities of commercial nature without prior written approval, in accordance with the provisions of the Code of Business Conduct. Also during your employment with Informatica, you may not compete with the Company or assist others in competing with the Company in any way, or serve as a director, officer, employee or consultant or contractor of any person or entity providing products and/or services that would substitute or replace those of the Company, except that you may own fewer than one percent (1%) of the outstanding voting shares of a publicly traded corporation.

You also agree that the Company has invested substantial time and effort in assembling its present personnel. For a period of one year after termination of your employment with Informatica, you shall not directly or indirectly: solicit or attempt to persuade any employee of the Company, or recruit any person who was an employee of the Company during the twelve (12) months immediately preceding termination of your employment with the Company, to leave the employ of the Company where such employee possesses or had access to any Confidential Information of Informatica (as defined in the Confidentiality and Intellectual Property Agreement annexed to this employment agreement). In addition, at no time will you interfere with the performance of other Company employees’ duties for the Company, except that which may arise from lawful post-employment competition by you after your employment with the Company ceases.

13. MISCELLANEOUS

1. You will be required to effectively carry out all duties and responsibilities assigned to you by your Manager and others authorized by the Company to assign such duties and responsibilities.
2. You will be required to apply and maintain the highest standards of personal conduct and integrity, comply with all company policies and procedures. All acts subversive of good conduct and discipline such as, but not limited to, insubordination, gross negligence, corruption, fraud, forgery, misappropriation, would warrant strong disciplinary action from the Company.
3. All other terms and conditions will be governed by the Company's policies from time to time. The Company's policies are available in the Employee Handbook found under your country's section of the Company intranet.
4. This agreement supersedes all prior agreements, written or oral, between you and the Company relating to the subject matter of this agreement. This agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by you and the Company. You agree that any change or changes in your duties after signing of this agreement shall not affect the validity or scope of this agreement.
5. This agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws in India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to any provision of this agreement shall be commenced only in a court in Bangalore, India.
6. If any one or more of the terms of this employment agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such finding will not affect the other terms of this agreement and this agreement will be construed as if the invalid, illegal or unenforceable terms had never been contained in it. Likewise, if any one or more of the terms of this employment agreement is, for any reason, held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law as it then applies.

14. ADDRESS FOR COMMUNICATION

You have given your address, as it appears at the beginning of your offer letter. Any communication sent to that address will be deemed to have been served upon, and received by you. It is your responsibility to intimate the company about any change in the address.

Please sign all the pages in acceptance of the terms and conditions set out herein.
I would like to extend a warm welcome to you on behalf of the Company and its employees.

Sincerely,

For Informatica Business Solutions Pvt. Ltd.

Mark Pellowski
Director

I agree to accept employment with Informatica on the terms and conditions as stated in this employment agreement.

_____ _____

Upasana Kapoor
Signature Date

01-Aug-2021

Shruti Khurana
2B/878/4 Tower wali gali, Rajendr
a Nagar, Saharanpur
Uttar Pradesh - 247001

Ph # 8192058301
Email – btbtc17247_shruti@banasthali.in

Dear Shruti Khurana,

On behalf of CenturyLink Technologies India Pvt. Ltd., a Lumen Company (collectively "Lumen") ,we are pleased to offer you the position of **"SOFTWARE DEVELOPMENT ENGINEER"**, at **Noida, India** . We extend this offer and are pleased to appoint you on the following terms & conditions:

Grade	:	**P2**
Designation	:	**"SOFTWARE DEVELOPMENT ENGINEER"**
Total Compensation	:	**Rs. 500,000.00 /- per annum (Rupees Five Lakh Only)**
Compensation Details	:	**As Detailed in Annexure I**

You will be eligible to participate in the Company's Short-Term Incentive Plan (STI). The payout as per this plan would depend on your Individual contribution and the Company's overall performance in the financial year. The Par value of this Short-Term Incentive is 9.33% of your Annual Fixed Compensation. Based on your performance for the period January to December you will be paid performance bonus which can vary from 0 % to 150 % of your par value. However, for the first year the bonus payout will be on pro-rated basis from your date of joining. Details of this plan are with your manager and will be conveyed to you at the time of joining.

The above benefits will be subject to applicable law or the rules of the Company in force from time to time, and as may be modified by the Company in its sole discretion from time to time. The company will make such deductions as may be necessary for compliance with State / Central tax laws.

Your appointment will be effective from the **date of joining** which shall be on or before **Monday,02August 2021,** failing which this appointment will stand automatically withdrawn.

Your Initial Posting will be at **Noida,India.** However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time.

Shruti

The terms and conditions applicable to such other places/establishments/times will be notified to you in a transfer order. In the event of your not joining duty in accordance with such transfer order within eight days of the transfer date mentioned in the transfer order, you shall be deemed to have relinquished and resigned your employment and you shall cease to be in our employment.

This offer of employment is contingent upon the successful completion of your background screening as per the norms of the organization.
Subject to the provisions contained in this offer, your services are terminable by either party giving the other **two months' notice** or monthly gross salary in lieu thereof.

No notice of resignation will be effective if given during a period of leave of absence from the Company and you will also not be eligible to proceed on such leave during the notice period.

You will be entitled to Privilege Leave in accordance with the Rules of the Company being in force at the time.

You will carry out all instructions of your superior(s) in the Company as regards your work, attendance, conduct, behavior, etc. and carry out diligently and honestly all duties that may be assigned to you by the Company from time to time notwithstanding the designation given above. Your days of work and working hours will be as per the working hours of the office, in which you are for the time being posted and can be changed at the discretion of the management of the Company.

You will retire in the normal course from the services of the Company on attaining the age of superannuation, that is on the day following your 58th birthday.

Company however will have a right to retire you earlier from the services of the Company, anytime after attaining the age of fifty five, if it is of the opinion that you are not physically or mentally fit enough to perform your assigned duties efficiently and effectively. Such early retirement may be given to you by giving a notice of three months. No extra compensation is payable to you in such an event.

Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

You shall, during your service with us, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business and service.

Information pertaining to the Company's operations shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with your previous employers, in which case you shall keep us indemnified against any breach thereof by you.

Shruti

The terms set out in this letter, together with the non-disclosure agreement and the CenturyLink Technologies India Pvt. Ltd. Compliance and Policy Manual, will form your Contract of Employment with the Company.

You will abide by 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 in service which shall be binding on you.

You will comply with the Company's Code of Conduct and Corporate Policies including, but not limited to, the CenturyLink Anti-Corruption Policy and Business Courtesies Policy. These documents are available on the Company website and are attached for your reference. Consistent with the Company's Unifying Principles, you will act with the highest ethical standards and conduct business honestly and legally. As such, you agree to comply with the Company's anti-bribery and anti-corruption practices and to abide by all applicable U.S. and international anti-corruption laws

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment without notice or compensation thereof.

You being adjudged an insolvent or applying to be adjudged an insolvent or making a compensation or arrangement with your creditors or being found guilty by a competent court of any offence involving moral turpitude will render you liable to termination of your employment without notice or compensation thereof.

Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.

The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.

You shall inform the company of any change in your personal data within 3 working days. Any notice required to be given to you, shall be deemed to have been duly and properly given if delivered to you personally or sent to you by registered post at your address in India, as recorded with the Company.

By signing below, you confirm that you are not bound by any agreement with any previous employer or any party, which restricts in any way your prospective employment by Company (for example, any non-compete or non-competition agreement, non-disclosure or confidentiality agreement, non-solicitation agreement, etc.). Such agreements may be contained in offer letters from previous employers, stock option grants, employment agreements, independent contactor agreements, agreements for the sale of a business etc. You represent that your employment with Company and the performance of your proposed duties for Company will not violate any obligations you have to such previous employer or other party.

Shruti

In your work for Company, you will not disclose or make use of any information or trade secrets in violation of any agreements with or rights of any such previous employer or other party, and you will not bring to Company premises any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

In case any information furnished by you, either in your application for employment or during the selection process is found to be incorrect/false, and /or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the right to terminate your services any time without notice or compensation in lieu of notice.

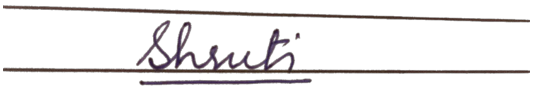
It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. Kindly send the duly signed copy of the duplicate offer document to the undersigned, as a sign of your acceptance of the offer, along with the photocopies of all your credentials (See **Annexure II** for details), latest by **Sunday, 1st August 2021** failing which the offer shall stand withdrawn**.**

Shruti Khurana, we take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Sincerely,
For, CenturyLink Technologies India Pvt. Ltd.

Shiva Shankaran
Senior Manager - Human Resource

I, **Shruti Khurana,** agree to accept employment on the above-mentioned terms and conditions. I'll report for duty on or before **Monday, 02 August 2021.**



Date: Signed:

Enclosed :

1. Salary Break-up: Annexure I

2. Details of Required Documents: Annexure II

LUMEN®

Annexure I

NAME :	Shruti Khurana	GRADE	P2
TITLE :	"SOFTWARE DEVELOPMENT ENGINEER"		
COMPONENTS - A	**Limits**	**Per Month**	**Per Annum**
Basic		14,643.00	175,712.00
HRA		7,321.00	87,856.00
Executive Allowance		9,211.00	110,530.00
LTA - Maximum One Month Basic	14,643.00	1,220.00	14,643.00
Children Education Allowance	2,400	200.00	2,400.00
Lunch Coupon	18,000	1,500.00	18,000.00
PF (Employer's Contribution)		1,800.00	21,600.00
Gratuity		712.00	8,540.00
Fixed Compensation		36,607.00	439,280.00
Insurance		1,643.00	19,720.00
STI			**41,000.00**
Total Compensation			**500,000.00**

Note:

FBP Component can be Zero or Maximum provided in the each row of FBP section.
FBP Component can be changed three times a year before December of each year as per finance guidelines

Annexure II

You will be required to upload the scanned copies of the below mentioned documents to our Human Resources Representative/ Partner as part of your Onboarding and background verification process

- Documents
- PAN Card and Passport size photograph
- Passport/Aadhar Card/Voter ID
- Marks card for X & XII
- Final Degree Certificate - Full time/ Distance Education
- Proof for Date of Birth (Aadhar Card/PAN Card/Birth Certificate / Xth Standard Mark Sheet)
- Relieving letter from all the Past Employers (Relieving letter from the Current Employer shall be submitted on the Date of Joining)

----------x----------

Apr 07, 2021

Date of Joining: **Jun 01, 2021**
Joining Location: **Gurgaon**
Designation: **Software Engineer**

Dear **Ishita Singh**,

Fasten your seatbelt, you are about to begin an exciting trip!

We are super excited to welcome you to the Go-MMT family! With your fresh ideas and enthusiasm, we are sure you will be a valuable asset & we look forward to an amazing journey with you.

To give you an idea, this is how your first day will progress…

Reporting time	10.00 am
Day 1	Induction program
First half	Welcome by Human Resource team
	Introduction
	Policy sessions
	Lunch break
Post lunch	Completing joining formalities
	Introduction to HR platforms
	Fun activity
	Induction wrap up
	Introduction to your HR Business Partner

We wish you all the very best, and hope to have a long and fruitful association with you!

Regards,
Team HR

~ *The information contained in this letter is proprietary and confidential.*

EMPLOYMENT OFFER LETTER

Ishita Singh
C33/58C-2-B-1, Bajrang Nagar Colony, Chhittupur Sigra, Varanasi, Chhittupur, Mahmoorganj, Varanasi, Up. 221010

Dear Ishita,

Congratulations!

Further to our series of discussions, we are pleased to offer you the employment as **Software Engineer**, on a full-time basis, with MakeMyTrip Group (‘**MakeMyTrip’** or ‘**Company’**).

Your date of joining will be **Jun 01, 2021** and you shall be a part of the **Technology** department.

Your base location to start with would be at our office located at **Gurgaon** location, However, this can change during your employment based on the business contingencies.

During your employment, you shall be governed by the terms and conditions of this document (‘Appointment Letter’ or ‘Agreement’). Certain clauses would be binding on you even after the separation of employment and are given in succeeding paragraphs.

Your total compensation on yearly basis, as per enclosed annexure (on a cost to company basis) will be INR **12,00,000**, which would comprise your salary, applicable statutory benefits, if any, and/or any performance-based variable pay as applicable to you. Your compensation shall be paid monthly.

The breakup of your total compensation is enclosed as per annexure below (s).

The Company shall deduct tax at source at the time of making payment, as applicable.

YOUR JOURNEY BEGINS WITH A LOT OF BENEFITS AS MENTIONED BELOW

PROVIDENT FUND:

You will be covered under the Employee’s Provident Fund (EPF) scheme 1952 wherein, the Company will contribute towards PF at the statutory rate as defined by the EPF Scheme 1952. Your contribution has been included as a part of the above-mentioned compensation. Your contribution towards PF will be deducted from your monthly salary and deposited with the PF authorities every month.

GRATUITY:

Upon cessation of employment after completion of continuous service of at least five (5) years with the company, you will be eligible for gratuity as per the Payment of Gratuity Act 1972.

GROUP MEDICLAIM INSURANCE:

You will be enrolled for the Mediclaim insurance under group Mediclaim policy which will help you with and your family access the best-in-class network hospitals and mediclaim services. Current policy provides a family floater plan of INR 4,00,000 with parent's coverage restricted to INR 3,00,000.

- ✓ You will have the option of opting for self-funded top-up over and above the company provided coverage
- ✓ The policy covers six members of your family including two individuals out of your parents or parents in law, as applicable. For the definition of family members, you must refer to the internal policy or contact the HR Operations team.
- ✓ Group Mediclaim policy is renewed every year by the company and features of the policy and coverage may change every year based on the terms negotiated with the insurance provider.

GROUP PERSONAL ACCIDENT POLICY:

In case of personal accident and disability, you will be covered equivalent to twice the amount of your Yearly CTC or INR 10,00,000, whichever is higher.

GROUP TERM LIFE INSURANCE POLICY:

The company provides life insurance coverage of amount equivalent to twice the amount of your yearly CTC or INR 10,00,000, whichever is higher.

ANNUAL HEALTH CHECK PROGRAM:

Annual health check-up up to the value of INR 6,500 is applicable for employees above the age of 35 years across all levels.

EDUCATION ASSISTANCE:

The company offers financial support up to a maximum of INR 1,00,000 for prescribed and approved higher education plans as per the company guidelines.

ANNUAL LEAVE/PUBLIC HOLIDAYS:

You will be eligible for annual leaves and public holidays as determined by the company's leave policy which is subject to change from time to time.

TERMS & CONDITIONS OF EMPLOYMENT WITH MAKEMYTRIP INDIA

1. PROFESSIONAL COMMITMENT

1.1. You are required to comply with the rules, regulations and other policies of the Company, which shall be communicated to you upon your joining the Company and periodically. These include policies related to but not limited to non-discrimination, prevention of sexual harassment, code of conduct, confidentiality and non-disclosure, board memberships and insider information. Such rules, regulations and other policies shall be available with the HR department and legal department and you are expected to keep yourself apprised of the same from time to time. Such rules, regulations and other policies and expectations of your compliance with the same shall always be deemed to be an integral part of the Agreement.

1.2. The Company is obligated to deduct income tax at source as per the provision of Income Tax Act / Rules/ other applicable laws. In the event of non-compliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable, from your salary or other payments, and you shall allow the company to comply with these requirements without objection.

1.3. Your employment is contingent upon the Company receiving satisfactory references and clean background check results. Please note that in the event of any adverse inputs received through the above checks, the Company shall reserve the right to end this agreement of employment without any liability.

2. DUTIES AND RESPONSIBILITY

2.1. You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion.

2.2. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities, duties and location of posting.

3. CONFIDENTIALITY

3.1. You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secrets, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information, customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the Company in the future may indicate as confidential, or which may come to your knowledge and/or be imparted to you by the Company during your employment hereunder. You shall hold in strict confidence, all such confidential information.

This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any fault on your part.

3.2. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/or possession by your employment with the Company for any purpose other than for the benefit of the Company.

3.3. You acknowledge that the breach of any of the provisions of clause 3 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or the threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

4. LEAVE ENTITLEMENT

4.1. Your leave, holidays and other benefits shall be as per the policy (ies) of the Company, framed and modified from time to time and applicable to your location of posting.

4.2. Your absence for a continuous period of six days without, prior approval of your superior (including overstay of leave/training), would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary.

5. TRANSFER

5.1 You may be transferred/deputed from one place to another anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

5.2. Consequent to your transfer, all the existing terms and conditions of your employment shall remain the same. However, employee policies, applicable to the location of the transfer shall be applicable and would come into force on your assuming the charge at the new location/role.

5.3. As per the exigency of business, you may be required to carry out additional work for the Company's affiliates/associates/group companies without any additional payment unless otherwise agreed in writing.

6. TERMINATION

6.1. Your employment/services will be governed by the Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with a notice of **2** month(s) or by paying proportionate gross salary (excluding performance-based variable pay) in lieu of any short notice. This, in no way, limits the Company's right to terminate your employment without notice and without any liability of notice period compensation in the event of serious misconduct which includes, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also

reserves the right to terminate your employment without cause, with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice.

6.2. If you wish to terminate your employment with the Company, you shall be required to serve a minimum of **2** months' notice or pay proportionate gross salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may, however, on its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.

6.3. On termination of employment you shall immediately:

i. Deliver to the Company or as may be directed, all Confidential Information; and

ii. Return to the Company all equipment, security keys, and other property belonging to the Company.

6.4. You agree that in the event of termination of your employment for any reason, within one year from the date of your joining the Company, the shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for you towards additional benefits. You agree that in the event of any default in the said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to your post-termination, in addition to its rights to proceed with recovery claims against you, if the amount is not fully recovered when due at the cost to be borne by you.

In case you decide to terminate your services within one year of undertaking any training program, you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs.

7. NON-SOLICITATION OF CLIENTS AND EMPLOYEES; NON-COMPETE

7.1 Restraint period of non-solicitation and non-compete shall be of six months for the employees up to the level of Manager and twelve months for the employees at Senior Manager and above level, from the date of separation or termination of employment with the company, howsoever caused. Violation of the clause 7 and its sub clauses will attract penalty as enumerated in the succeeding paragraphs.

7.2. You agree that you will not at any time during your employment with the Company and the Restraint period as applicable.

i) Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company;

Either individually or through any person/company controlled by you and either on your behalf or behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as on the date of termination of your employment or was an employee of the Company at any time during the restraint period applicable to you.

ii) Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i) and (ii) of this clause.

7.3. You agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in direct or indirect competition with the Company (including all the affiliates of the Company and the entities in the MakeMyTrip group), whether individually or in a company, firm, sole proprietorship or other entity which includes but is not restricted to the entities owning Yatra.com, Oyo Rooms, Skyscanner, Kayak, Cleartrip, Cox and Kings, Thomas Cook, Expedia, Booking.com, Agoda.com, Priceline.com, Travelocity.com, PAYTM, Viaworld.in (Flightraja), Travelguru, Orbitz.com, Ctrip.com, Airbnb, SOTC, TUI India and their affiliates, for a period of six months if you are upto the level of Manager and for twelve months if you are at Senior Manager and above level, from the termination of your employment with the Company.

You agree to pay to the Company a penalty equal to six months' gross salary amount calculated based on the last drawn salary in the Company in case of violation of the clauses 7.1, 7.2, and 7.3. This is without prejudice to the rights of the Company to seek specific performance and compliance of these clauses by the employee, in addition to claiming any further damages incurred or likely to be incurred by the Company due to violation of the above clauses by the Employee.

You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this covenant by the Company are waived by you.

7.4. You are restricted from accepting any other employment or carry on any other commercial activity while employed with the Company, without prior specific written approval from the competent authority in the company.

While employed with the Company, you shall not perform such work or provide such services to any person or entity, directly or indirectly, (including as an employee, independent contractor, consultant, principal, agent, director, joint venture, partner, trustee, beneficiary), where such work or services are similar to those provided by you to the Company.

You shall not either directly or indirectly engage with any of the suppliers, service providers of the Company, or earn any separate profit or interest from them. You are also prohibited to receive any kind of benefit in cash or kind directly or indirectly from any of the vendors/service providers, customers, or any other person who was dealing with the Company.

8. GENERAL EMPLOYMENT OBLIGATIONS

8.1. During your employment with the Company, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on an honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.

8.2. You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational instructions/procedures as contained in the

Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

8.3. You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of any change in the address. Any communication sent to you by the Management on your last known address (as intimated by you) shall be deemed to have been duly served even though you may have changed your address.

8.4. You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and/or modified in any manner by you during your employment is, and will remain, the sole and exclusive property of the Company at all times during your employment and following termination.

8.5. You agree that you will inform the Company of any inventions, designs, improvements or developments relating to the business of the Company of which you become aware of during your employment, whether or not they are necessarily developed by you. You agree to assist the Company to obtain any patent, trademark, or design registrations to give the Company title to the invention, design, improvement, or development.

8.6. You agree and assure that during the term of your employment, to the maximum extent permitted by law, all intellectual property including copyrights, design rights, trademarks obtained by you individually or on behalf of the Company concerning the work carried on, discovered, invented designed and/or authored by you (hereinafter referred to as ("Intellectual Properties") as an employee of the Company during the term of your employment shall be owned by the Company and you shall not have any right, on the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company and you shall not lay claim on any such Intellectual Properties during the term of your employment and after the termination of your employment.

8.7. You agree that you hereby assign all your right, title and interest to, and in, any property relating to the business of the Company (whether tangible or intangible) which is created during your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment, at the cost of the Company.

8.8. This letter constitutes the entire agreement between you and the Company concerning your employment and cancels and supersedes any prior understandings and agreements between you and the Company hereto concerning your employment. It may not be altered without a written agreement signed by you and the Company barring exceptions of policy changes implemented by the company.

8.9. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitably amended in such a way as to obey the respective legal provision, and shall then apply to this Agreement in such amended form, content and spirit.

9. BREACH OF THE TERMS

9.1. You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the Company and its business.

9.2. You unconditionally agree that in case of a breach by you of any of the terms of this employment letter, the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under the law against you and/or (b) recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.

10. REPRESENTATIONS, WARRANTIES & CODE OF CONDUCT

By signing this letter, you are representing to the Company that

10.1. Your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity to accept this offer of employment.

10.2. You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

10.3. For the performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary, and trade secret information obtained as a result of any prior employment of yours. Unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, this provision should be regarded as this Company's instruction for you not to do so.

10.4. You have provided the Company with full, complete and accurate documentation and information about yourself and you have not withheld or refrained from disclosing any other relevant information which is material in the context of your employment.

10.5. The company has its Code of Conduct Policy which covers the obligations of employees during the course of employment and even after the cessation of services. The code of conduct policy is available on the company portal and an employee is expected to adhere by the same. Any violation of the Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the employment.

11. GOVERNING LAW AND JURISDICTION

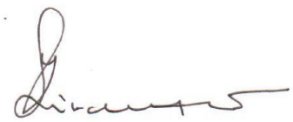
This Agreement will be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of Courts in New Delhi.

At MakeMyTrip, one of our goals is to offer all our people the opportunity to pursue their career aspirations and strive to deliver the best of their capabilities. As an organisation, we value your competence and believe that we can provide you with the enabling environment and culture to scale further heights in your professional and personal space.

As a token of acceptance of this appointment letter, please sign in the space provided below and return a duplicate copy of this letter immediately to us within (2) days from the date of receipt of this letter. Our offer shall automatically lapse unless you confirm your acceptance and submit the signed copy of this letter to us within the prescribed time.

On behalf of the organization, I welcome you on board and look forward to your valuable contribution in our pursuit to create value for all our stakeholders.

For MakeMyTrip (India) Private Limited



Yuvaraj Srivastava
Group Chief Human Resource Officer

Acceptance

I have read and understood the contents of this Employment Offer Letter and accept all the terms & conditions of this letter.

Name: **Ishita Singh**

Annexure I
Compensation Structure

Components	Description	Monthly Amount (INR)	Annual Amount (INR)
Basic Pay	40% of Total Compensation	40,000	4,80,000
HRA	50% of Basic Pay	20,000	2,40,000
Special Allowance	Balancing figure	29,943	3,59,312
LTA	LTA is equivalent to one month basic Pay upto maximum of INR 50,000 per annum.	3,333	40,000
Base Salary (A)		**93,276**	**11,19,312**
Provident Fund	12% of Basic Pay	4,800	57,600
Gratuity	4.81% of Basic Pay	1,924	23,088
Retirals (B)			**80,688**
Total Compensation (A+B)			**12,00,000**

i. The structure of remuneration is subject to change by the management of the Company (the Management) from time to time.

ii. **RSU clause:** You will also be eligible for RSUs of INR **6,00,000**. RSUs granted vest over a period of 4 years from the Date of Grant wherein 10%, 20%, 30%, 40% of these RSUs will vest respectively at the end of each anniversary from the Date of Grant. MMYT share price considered for calculation is the quarterly volume weighted average of MMYT share or $24, whichever is greater. You will get a detailed grant letter at the time of allocation.

Annexure II

go-mmt

LEADERSHIP BEHAVIOURS

Be a Customer Centric Innovator

Keeps customer (internal/external) delight as a mission and works backward. Thinks customer first and innovates beyond processes, systems and obstacles.

Think Big, Take Risks

Believes that big things are a sequel to big thoughts. Thinks BIG backed up with courage to take calculated risks. Has the vigor and passion to pursue excellence at the cost of social desirability.

Connect the Dots

Understands that "the whole is greater than the sum of its parts"; Looks beyond the obvious, has an eagle's angle and sees order in chaos.

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Is an avid learner who digs deep and is thorough before adding value. Is not threatened by unfamiliar information rather enjoys to unravel the unseen.

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Has the charisma to transform groups to teams. Is sensitive to individual differences and leverages the talent variety to build high performing teams; fosters a sense of belonging.

Nurture Talent, Help Others Succeed

Understands that the mantra for success is- 'It's not I but WE'. Is a mentor who is secure, fosters development and is mindful of individual aspirations.

Agree-Disagree-Commit

Fights for one's conviction, while realistically and objectively understanding others perspectives. Works committedly once agreement is arrived at and respectfully battles till it does.

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Give & Take Honest Feedback

Has the stomach to take criticism and the courage to express alternate views gracefully; actively seeks and shares feedback for continuous improvement; clearly distinguishes purpose from the person.

Annexure III

go mmt GROUP core values

At MakeMyTrip, our vision is to make travel simple and fun for all, and our core values guide us in making this possible. These core values can be seen in the projects that we undertake, and the way in which we solve problems for our customers. They are a representation of OUR BEING & OUR DOING. Each member of the MakeMyTrip family is guided by them each and every day.

Curious

I am inquisitive, I ask questions to absorb, reflect and solve. I strive to learn & understand how my work is connected to others. I am flexible and open to ideas.

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We use customer lens proactively to anticipate and understand customer expectations. We keep customer in the center of our deliberations, decisions and debates to champion their interest.

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I am inventive. I bring fresh perspective, I am experimental, I create new options and possibilities.

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We take the highest level of ownership and accountability for every task at hand. We achieve superior results and execute well even in the face of all odds.

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I am genuine & helpful, I support & empathise, I nurture and invest in relationships, I collaborate & co-create.

Continuous Improvement

We make ongoing efforts to enhance our products, services and processes. We believe that incremental changes are the cornerstones of breakthrough innovations.

Apr 07, 2021

Date of Joining: **Jun 01, 2021**
Joining Location: **Gurgaon**
Designation: **Software Engineer**

Dear **Kritika Sharma**,

Fasten your seatbelt, you are about to begin an exciting trip!

We are super excited to welcome you to the Go-MMT family! With your fresh ideas and enthusiasm, we are sure you will be a valuable asset & we look forward to an amazing journey with you.

To give you an idea, this is how your first day will progress…

Reporting time	10.00 am
Day 1	Induction program
First half	Welcome by Human Resource team
	Introduction
	Policy sessions
	Lunch break
Post lunch	Completing joining formalities
	Introduction to HR platforms
	Fun activity
	Induction wrap up
	Introduction to your HR Business Partner

We wish you all the very best, and hope to have a long and fruitful association with you!

Regards,
Team HR

~ *The information contained in this letter is proprietary and confidential.*

EMPLOYMENT OFFER LETTER

Kritika Sharma
C/O Disha Trading Company, Ward No -18, Near Water Works, Mukundgarh, Rajasthan.
333705

Dear Kritika,

Congratulations!

Further to our series of discussions, we are pleased to offer you the employment as **Software Engineer**, on a full-time basis, with MakeMyTrip Group (‘**MakeMyTrip’** or ‘**Company’**).

Your date of joining will be **Jun 01, 2021** and you shall be a part of the **Technology** department.

Your base location to start with would be at our office located at **Gurgaon** location, However, this can change during your employment based on the business contingencies.

During your employment, you shall be governed by the terms and conditions of this document (‘Appointment Letter’ or ‘Agreement’). Certain clauses would be binding on you even after the separation of employment and are given in succeeding paragraphs.

Your total compensation on yearly basis, as per enclosed annexure (on a cost to company basis) will be INR **12,00,000**, which would comprise your salary, applicable statutory benefits, if any, and/or any performance-based variable pay as applicable to you. Your compensation shall be paid monthly.

The breakup of your total compensation is enclosed as per annexure below (s).

The Company shall deduct tax at source at the time of making payment, as applicable.

YOUR JOURNEY BEGINS WITH A LOT OF BENEFITS AS MENTIONED BELOW

PROVIDENT FUND:

You will be covered under the Employee’s Provident Fund (EPF) scheme 1952 wherein, the Company will contribute towards PF at the statutory rate as defined by the EPF Scheme 1952. Your contribution has been included as a part of the above-mentioned compensation. Your contribution towards PF will be deducted from your monthly salary and deposited with the PF authorities every month.

GRATUITY:

Upon cessation of employment after completion of continuous service of at least five (5) years with the company, you will be eligible for gratuity as per the Payment of Gratuity Act 1972.

GROUP MEDICLAIM INSURANCE:

You will be enrolled for the Mediclaim insurance under group Mediclaim policy which will help you with and your family access the best-in-class network hospitals and mediclaim services. Current policy provides a family floater plan of INR 4,00,000 with parent's coverage restricted to INR 3,00,000.

- ✓ You will have the option of opting for self-funded top-up over and above the company provided coverage
- ✓ The policy covers six members of your family including two individuals out of your parents or parents in law, as applicable. For the definition of family members, you must refer to the internal policy or contact the HR Operations team.
- ✓ Group Mediclaim policy is renewed every year by the company and features of the policy and coverage may change every year based on the terms negotiated with the insurance provider.

GROUP PERSONAL ACCIDENT POLICY:

In case of personal accident and disability, you will be covered equivalent to twice the amount of your Yearly CTC or INR 10,00,000, whichever is higher.

GROUP TERM LIFE INSURANCE POLICY:

The company provides life insurance coverage of amount equivalent to twice the amount of your yearly CTC or INR 10,00,000, whichever is higher.

ANNUAL HEALTH CHECK PROGRAM:

Annual health check-up up to the value of INR 6,500 is applicable for employees above the age of 35 years across all levels.

EDUCATION ASSISTANCE:

The company offers financial support up to a maximum of INR 1,00,000 for prescribed and approved higher education plans as per the company guidelines.

ANNUAL LEAVE/PUBLIC HOLIDAYS:

You will be eligible for annual leaves and public holidays as determined by the company's leave policy which is subject to change from time to time.

TERMS & CONDITIONS OF EMPLOYMENT WITH MAKEMYTRIP INDIA

1. PROFESSIONAL COMMITMENT

1.1. You are required to comply with the rules, regulations and other policies of the Company, which shall be communicated to you upon your joining the Company and periodically. These include policies related to but not limited to non-discrimination, prevention of sexual harassment, code of conduct, confidentiality and non-disclosure, board memberships and insider information. Such rules, regulations and other policies shall be available with the HR department and legal department and you are expected to keep yourself apprised of the same from time to time. Such rules, regulations and other policies and expectations of your compliance with the same shall always be deemed to be an integral part of the Agreement.

1.2. The Company is obligated to deduct income tax at source as per the provision of Income Tax Act / Rules/ other applicable laws. In the event of non-compliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable, from your salary or other payments, and you shall allow the company to comply with these requirements without objection.

1.3. Your employment is contingent upon the Company receiving satisfactory references and clean background check results. Please note that in the event of any adverse inputs received through the above checks, the Company shall reserve the right to end this agreement of employment without any liability.

2. DUTIES AND RESPONSIBILITY

2.1. You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion.

2.2. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities, duties and location of posting.

3. CONFIDENTIALITY

3.1. You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secrets, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information, customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the Company in the future may indicate as confidential, or which may come to your knowledge and/or be imparted to you by the Company during your employment hereunder. You shall hold in strict confidence, all such confidential information.

This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any fault on your part.

3.2. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/or possession by your employment with the Company for any purpose other than for the benefit of the Company.

3.3. You acknowledge that the breach of any of the provisions of clause 3 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or the threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

4. LEAVE ENTITLEMENT

4.1. Your leave, holidays and other benefits shall be as per the policy (ies) of the Company, framed and modified from time to time and applicable to your location of posting.

4.2. Your absence for a continuous period of six days without, prior approval of your superior (including overstay of leave/training), would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary.

5. TRANSFER

5.1 You may be transferred/deputed from one place to another anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

5.2. Consequent to your transfer, all the existing terms and conditions of your employment shall remain the same. However, employee policies, applicable to the location of the transfer shall be applicable and would come into force on your assuming the charge at the new location/role.

5.3. As per the exigency of business, you may be required to carry out additional work for the Company's affiliates/associates/group companies without any additional payment unless otherwise agreed in writing.

6. TERMINATION

6.1. Your employment/services will be governed by the Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with a notice of **2** month(s) or by paying proportionate gross salary (excluding performance-based variable pay) in lieu of any short notice. This, in no way, limits the Company's right to terminate your employment without notice and without any liability of notice period compensation in the event of serious misconduct which includes, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also

reserves the right to terminate your employment without cause, with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice.

6.2. If you wish to terminate your employment with the Company, you shall be required to serve a minimum of **2** months' notice or pay proportionate gross salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may, however, on its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.

6.3. On termination of employment you shall immediately:

i. Deliver to the Company or as may be directed, all Confidential Information; and

ii. Return to the Company all equipment, security keys, and other property belonging to the Company.

6.4. You agree that in the event of termination of your employment for any reason, within one year from the date of your joining the Company, the shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for you towards additional benefits. You agree that in the event of any default in the said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to your post-termination, in addition to its rights to proceed with recovery claims against you, if the amount is not fully recovered when due at the cost to be borne by you.

In case you decide to terminate your services within one year of undertaking any training program, you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs.

7. NON-SOLICITATION OF CLIENTS AND EMPLOYEES; NON-COMPETE

7.1 Restraint period of non-solicitation and non-compete shall be of six months for the employees up to the level of Manager and twelve months for the employees at Senior Manager and above level, from the date of separation or termination of employment with the company, howsoever caused. Violation of the clause 7 and its sub clauses will attract penalty as enumerated in the succeeding paragraphs.

7.2. You agree that you will not at any time during your employment with the Company and the Restraint period as applicable.

i) Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company;

Either individually or through any person/company controlled by you and either on your behalf or behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as on the date of termination of your employment or was an employee of the Company at any time during the restraint period applicable to you.

ii) Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i) and (ii) of this clause.

7.3. You agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in direct or indirect competition with the Company (including all the affiliates of the Company and the entities in the MakeMyTrip group), whether individually or in a company, firm, sole proprietorship or other entity which includes but is not restricted to the entities owning Yatra.com, Oyo Rooms, Skyscanner, Kayak, Cleartrip, Cox and Kings, Thomas Cook, Expedia, Booking.com, Agoda.com, Priceline.com, Travelocity.com, PAYTM, Viaworld.in (Flightraja), Travelguru, Orbitz.com, Ctrip.com, Airbnb, SOTC, TUI India and their affiliates, for a period of six months if you are upto the level of Manager and for twelve months if you are at Senior Manager and above level, from the termination of your employment with the Company.

You agree to pay to the Company a penalty equal to six months' gross salary amount calculated based on the last drawn salary in the Company in case of violation of the clauses 7.1, 7.2, and 7.3. This is without prejudice to the rights of the Company to seek specific performance and compliance of these clauses by the employee, in addition to claiming any further damages incurred or likely to be incurred by the Company due to violation of the above clauses by the Employee.

You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this covenant by the Company are waived by you.

7.4. You are restricted from accepting any other employment or carry on any other commercial activity while employed with the Company, without prior specific written approval from the competent authority in the company.

While employed with the Company, you shall not perform such work or provide such services to any person or entity, directly or indirectly, (including as an employee, independent contractor, consultant, principal, agent, director, joint venture, partner, trustee, beneficiary), where such work or services are similar to those provided by you to the Company.

You shall not either directly or indirectly engage with any of the suppliers, service providers of the Company, or earn any separate profit or interest from them. You are also prohibited to receive any kind of benefit in cash or kind directly or indirectly from any of the vendors/service providers, customers, or any other person who was dealing with the Company.

8. GENERAL EMPLOYMENT OBLIGATIONS

8.1. During your employment with the Company, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on an honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.

8.2. You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational instructions/procedures as contained in the

Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

8.3. You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of any change in the address. Any communication sent to you by the Management on your last known address (as intimated by you) shall be deemed to have been duly served even though you may have changed your address.

8.4. You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and/or modified in any manner by you during your employment is, and will remain, the sole and exclusive property of the Company at all times during your employment and following termination.

8.5. You agree that you will inform the Company of any inventions, designs, improvements or developments relating to the business of the Company of which you become aware of during your employment, whether or not they are necessarily developed by you. You agree to assist the Company to obtain any patent, trademark, or design registrations to give the Company title to the invention, design, improvement, or development.

8.6. You agree and assure that during the term of your employment, to the maximum extent permitted by law, all intellectual property including copyrights, design rights, trademarks obtained by you individually or on behalf of the Company concerning the work carried on, discovered, invented designed and/or authored by you (hereinafter referred to as ("Intellectual Properties") as an employee of the Company during the term of your employment shall be owned by the Company and you shall not have any right, on the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company and you shall not lay claim on any such Intellectual Properties during the term of your employment and after the termination of your employment.

8.7. You agree that you hereby assign all your right, title and interest to, and in, any property relating to the business of the Company (whether tangible or intangible) which is created during your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment, at the cost of the Company.

8.8. This letter constitutes the entire agreement between you and the Company concerning your employment and cancels and supersedes any prior understandings and agreements between you and the Company hereto concerning your employment. It may not be altered without a written agreement signed by you and the Company barring exceptions of policy changes implemented by the company.

8.9. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitably amended in such a way as to obey the respective legal provision, and shall then apply to this Agreement in such amended form, content and spirit.

9. BREACH OF THE TERMS

9.1. You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the Company and its business.

9.2. You unconditionally agree that in case of a breach by you of any of the terms of this employment letter, the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under the law against you and/or (b) recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.

10. REPRESENTATIONS, WARRANTIES & CODE OF CONDUCT

By signing this letter, you are representing to the Company that

10.1. Your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity to accept this offer of employment.

10.2. You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

10.3. For the performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary, and trade secret information obtained as a result of any prior employment of yours. Unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, this provision should be regarded as this Company's instruction for you not to do so.

10.4. You have provided the Company with full, complete and accurate documentation and information about yourself and you have not withheld or refrained from disclosing any other relevant information which is material in the context of your employment.

10.5. The company has its Code of Conduct Policy which covers the obligations of employees during the course of employment and even after the cessation of services. The code of conduct policy is available on the company portal and an employee is expected to adhere by the same. Any violation of the Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the employment.

11. GOVERNING LAW AND JURISDICTION

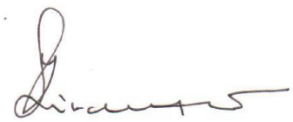
This Agreement will be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of Courts in New Delhi.

At MakeMyTrip, one of our goals is to offer all our people the opportunity to pursue their career aspirations and strive to deliver the best of their capabilities. As an organisation, we value your competence and believe that we can provide you with the enabling environment and culture to scale further heights in your professional and personal space.

As a token of acceptance of this appointment letter, please sign in the space provided below and return a duplicate copy of this letter immediately to us within (2) days from the date of receipt of this letter. Our offer shall automatically lapse unless you confirm your acceptance and submit the signed copy of this letter to us within the prescribed time.

On behalf of the organization, I welcome you on board and look forward to your valuable contribution in our pursuit to create value for all our stakeholders.

For MakeMyTrip (India) Private Limited



Yuvaraj Srivastava
Group Chief Human Resource Officer

Acceptance

I have read and understood the contents of this Employment Offer Letter and accept all the terms & conditions of this letter.

Name: **Kritika Sharma**

Annexure I
Compensation Structure

Components	Description	Monthly Amount (INR)	Annual Amount (INR)
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go-mmt

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Understands that "the whole is greater than the sum of its parts"; Looks beyond the obvious, has an eagle's angle and sees order in chaos.

Learn Quick, Go Deep

Is an avid learner who digs deep and is thorough before adding value. Is not threatened by unfamiliar information rather enjoys to unravel the unseen.

Leverage Diversity, Build teams

Has the charisma to transform groups to teams. Is sensitive to individual differences and leverages the talent variety to build high performing teams; fosters a sense of belonging.

Nurture Talent, Help Others Succeed

Understands that the mantra for success is- 'It's not I but WE'. Is a mentor who is secure, fosters development and is mindful of individual aspirations.

Agree-Disagree-Commit

Fights for one's conviction, while realistically and objectively understanding others perspectives. Works committedly once agreement is arrived at and respectfully battles till it does.

Race with Self, Set High Standards

Believes that road to excellence is always work in progress. Enjoys stretching personal and team's limits to discover hidden abilities and strengths.

Build Trust - Take Everyone Along

Is inclusive and promotes fairness and equity; seeks diverse perspectives to build profound insights to make robust decisions.

Bias for Action- Take Initiative

Actions speak louder than words. Proactively takes action and has a strong bias for execution; Has the discipline of getting things done and would only rest once the end objective is met.

Give & Take Honest Feedback

Has the stomach to take criticism and the courage to express alternate views gracefully; actively seeks and shares feedback for continuous improvement; clearly distinguishes purpose from the person.

Annexure III

go mmt GROUP core values

At MakeMyTrip, our vision is to make travel simple and fun for all, and our core values guide us in making this possible. These core values can be seen in the projects that we undertake, and the way in which we solve problems for our customers. They are a representation of OUR BEING & OUR DOING. Each member of the MakeMyTrip family is guided by them each and every day.

Curious

I am inquisitive, I ask questions to absorb, reflect and solve. I strive to learn & understand how my work is connected to others. I am flexible and open to ideas.

Customer Focus

We use customer lens proactively to anticipate and understand customer expectations. We keep customer in the center of our deliberations, decisions and debates to champion their interest.

Creative

I am inventive. I bring fresh perspective, I am experimental, I create new options and possibilities.

Commitment to Results

We take the highest level of ownership and accountability for every task at hand. We achieve superior results and execute well even in the face of all odds.

Caring

I am genuine & helpful, I support & empathise, I nurture and invest in relationships, I collaborate & co-create.

Continuous Improvement

We make ongoing efforts to enhance our products, services and processes. We believe that incremental changes are the cornerstones of breakthrough innovations.

Apr 07, 2021

Date of Joining: **Jun 01, 2021**
Joining Location: **Gurgaon**
Designation: **Software Engineer**

Dear **Surabhi Shrivastava**,

Fasten your seatbelt, you are about to begin an exciting trip!

We are super excited to welcome you to the Go-MMT family! With your fresh ideas and enthusiasm, we are sure you will be a valuable asset & we look forward to an amazing journey with you.

To give you an idea, this is how your first day will progress…

Reporting time	10.00 am
Day 1	Induction program
First half	Welcome by Human Resource team
	Introduction
	Policy sessions
	Lunch break
Post lunch	Completing joining formalities
	Introduction to HR platforms
	Fun activity
	Induction wrap up
	Introduction to your HR Business Partner

We wish you all the very best, and hope to have a long and fruitful association with you!

Regards,
Team HR

~ *The information contained in this letter is proprietary and confidential.*

EMPLOYMENT OFFER LETTER

Surabhi Shrivastava
476, Krishna Bhawan, Sushil Nagar, Jalaun Chungi, Orai (Jalaun), U.P.
285001

Dear Surabhi,

Congratulations!

Further to our series of discussions, we are pleased to offer you the employment as **Software Engineer**, on a full-time basis, with MakeMyTrip Group (‘**MakeMyTrip’** or ‘**Company’**).

Your date of joining will be **Jun 01, 2021** and you shall be a part of the **Technology** department.

Your base location to start with would be at our office located at **Gurgaon** location, However, this can change during your employment based on the business contingencies.

During your employment, you shall be governed by the terms and conditions of this document (‘Appointment Letter’ or ‘Agreement’). Certain clauses would be binding on you even after the separation of employment and are given in succeeding paragraphs.

Your total compensation on yearly basis, as per enclosed annexure (on a cost to company basis) will be INR **12,00,000**, which would comprise your salary, applicable statutory benefits, if any, and/or any performance-based variable pay as applicable to you. Your compensation shall be paid monthly.

The breakup of your total compensation is enclosed as per annexure below (s).

The Company shall deduct tax at source at the time of making payment, as applicable.

YOUR JOURNEY BEGINS WITH A LOT OF BENEFITS AS MENTIONED BELOW

PROVIDENT FUND:

You will be covered under the Employee’s Provident Fund (EPF) scheme 1952 wherein, the Company will contribute towards PF at the statutory rate as defined by the EPF Scheme 1952. Your contribution has been included as a part of the above-mentioned compensation. Your contribution towards PF will be deducted from your monthly salary and deposited with the PF authorities every month.

GRATUITY:

Upon cessation of employment after completion of continuous service of at least five (5) years with the company, you will be eligible for gratuity as per the Payment of Gratuity Act 1972.

GROUP MEDICLAIM INSURANCE:

You will be enrolled for the Mediclaim insurance under group Mediclaim policy which will help you with and your family access the best-in-class network hospitals and mediclaim services. Current policy provides a family floater plan of INR 4,00,000 with parent's coverage restricted to INR 3,00,000.

- ✓ You will have the option of opting for self-funded top-up over and above the company provided coverage
- ✓ The policy covers six members of your family including two individuals out of your parents or parents in law, as applicable. For the definition of family members, you must refer to the internal policy or contact the HR Operations team.
- ✓ Group Mediclaim policy is renewed every year by the company and features of the policy and coverage may change every year based on the terms negotiated with the insurance provider.

GROUP PERSONAL ACCIDENT POLICY:

In case of personal accident and disability, you will be covered equivalent to twice the amount of your Yearly CTC or INR 10,00,000, whichever is higher.

GROUP TERM LIFE INSURANCE POLICY:

The company provides life insurance coverage of amount equivalent to twice the amount of your yearly CTC or INR 10,00,000, whichever is higher.

ANNUAL HEALTH CHECK PROGRAM:

Annual health check-up up to the value of INR 6,500 is applicable for employees above the age of 35 years across all levels.

EDUCATION ASSISTANCE:

The company offers financial support up to a maximum of INR 1,00,000 for prescribed and approved higher education plans as per the company guidelines.

ANNUAL LEAVE/PUBLIC HOLIDAYS:

You will be eligible for annual leaves and public holidays as determined by the company's leave policy which is subject to change from time to time.

TERMS & CONDITIONS OF EMPLOYMENT WITH MAKEMYTRIP INDIA

1. PROFESSIONAL COMMITMENT

1.1. You are required to comply with the rules, regulations and other policies of the Company, which shall be communicated to you upon your joining the Company and periodically. These include policies related to but not limited to non-discrimination, prevention of sexual harassment, code of conduct, confidentiality and non-disclosure, board memberships and insider information. Such rules, regulations and other policies shall be available with the HR department and legal department and you are expected to keep yourself apprised of the same from time to time. Such rules, regulations and other policies and expectations of your compliance with the same shall always be deemed to be an integral part of the Agreement.

1.2. The Company is obligated to deduct income tax at source as per the provision of Income Tax Act / Rules/ other applicable laws. In the event of non-compliance by you with the aforesaid, consequent to which if the Company is required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable, from your salary or other payments, and you shall allow the company to comply with these requirements without objection.

1.3. Your employment is contingent upon the Company receiving satisfactory references and clean background check results. Please note that in the event of any adverse inputs received through the above checks, the Company shall reserve the right to end this agreement of employment without any liability.

2. DUTIES AND RESPONSIBILITY

2.1. You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion.

2.2. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities, duties and location of posting.

3. CONFIDENTIALITY

3.1. You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secrets, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information, customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure, research databases and other information or material that the Company in the future may indicate as confidential, or which may come to your knowledge and/or be imparted to you by the Company during your employment hereunder. You shall hold in strict confidence, all such confidential information.

This restriction shall survive termination of your employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any fault on your part.

3.2. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the business and/or transactions of the Company and/or its affiliates/associates/group companies which may come to your knowledge and/or possession by your employment with the Company for any purpose other than for the benefit of the Company.

3.3. You acknowledge that the breach of any of the provisions of clause 3 hereof will cause irreparable loss and harm to the Company which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the Company will be entitled, to injunctive and other equitable relief to prevent or cure any breach or the threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

4. LEAVE ENTITLEMENT

4.1. Your leave, holidays and other benefits shall be as per the policy (ies) of the Company, framed and modified from time to time and applicable to your location of posting.

4.2. Your absence for a continuous period of six days without, prior approval of your superior (including overstay of leave/training), would automatically terminate your services without any notice or intimation unless the Management communicates in writing to the contrary.

5. TRANSFER

5.1 You may be transferred/deputed from one place to another anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

5.2. Consequent to your transfer, all the existing terms and conditions of your employment shall remain the same. However, employee policies, applicable to the location of the transfer shall be applicable and would come into force on your assuming the charge at the new location/role.

5.3. As per the exigency of business, you may be required to carry out additional work for the Company's affiliates/associates/group companies without any additional payment unless otherwise agreed in writing.

6. TERMINATION

6.1. Your employment/services will be governed by the Company's rules and regulations applicable from time to time. If the Company is not satisfied with your performance on any account, the Company reserves the right to terminate your employment with a notice of **2** month(s) or by paying proportionate gross salary (excluding performance-based variable pay) in lieu of any short notice. This, in no way, limits the Company's right to terminate your employment without notice and without any liability of notice period compensation in the event of serious misconduct which includes, committing a criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. The Company also

reserves the right to terminate your employment without cause, with a notice of **2** month(s) or by paying proportionate gross salary (excluding variable) in lieu of any short notice.

6.2. If you wish to terminate your employment with the Company, you shall be required to serve a minimum of **2** months' notice or pay proportionate gross salary (excluding variable) in lieu of any short notice to the Company, subject to management approval on the same. The Company may, however, on its sole discretion, waive off the notice period, in full or in part, without assuming any liability to compensate you in respect of the period so waived.

6.3. On termination of employment you shall immediately:

i. Deliver to the Company or as may be directed, all Confidential Information; and

ii. Return to the Company all equipment, security keys, and other property belonging to the Company.

6.4. You agree that in the event of termination of your employment for any reason, within one year from the date of your joining the Company, the shall be liable to forthwith refund the relocations charges, joining bonus, notice buyout, brokerage or any other costs borne by the Company for you towards additional benefits. You agree that in the event of any default in the said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to your post-termination, in addition to its rights to proceed with recovery claims against you, if the amount is not fully recovered when due at the cost to be borne by you.

In case you decide to terminate your services within one year of undertaking any training program, you will be required to reimburse such costs and expenses incurred by the Company in relation to such programs.

7. NON-SOLICITATION OF CLIENTS AND EMPLOYEES; NON-COMPETE

7.1 Restraint period of non-solicitation and non-compete shall be of six months for the employees up to the level of Manager and twelve months for the employees at Senior Manager and above level, from the date of separation or termination of employment with the company, howsoever caused. Violation of the clause 7 and its sub clauses will attract penalty as enumerated in the succeeding paragraphs.

7.2. You agree that you will not at any time during your employment with the Company and the Restraint period as applicable.

i) Either individually or through any person/ company controlled by you and either on your behalf or on behalf of any person, directly or indirectly, canvass, solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during your employment, are the clients, vendors or customers of the Company, or were in the habit of dealing with the Company;

Either individually or through any person/company controlled by you and either on your behalf or behalf of any other person, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as on the date of termination of your employment or was an employee of the Company at any time during the restraint period applicable to you.

ii) Counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (i) and (ii) of this clause.

7.3. You agree and undertake that you shall not accept, continue or engage in, whether directly or indirectly, through being on rolls of or as a consultant and / or third party outsourced and / or in-sourced and whether on a part time or full time basis, any job, profession, business, service or vocation of any kind whatsoever, which is in direct or indirect competition with the Company (including all the affiliates of the Company and the entities in the MakeMyTrip group), whether individually or in a company, firm, sole proprietorship or other entity which includes but is not restricted to the entities owning Yatra.com, Oyo Rooms, Skyscanner, Kayak, Cleartrip, Cox and Kings, Thomas Cook, Expedia, Booking.com, Agoda.com, Priceline.com, Travelocity.com, PAYTM, Viaworld.in (Flightraja), Travelguru, Orbitz.com, Ctrip.com, Airbnb, SOTC, TUI India and their affiliates, for a period of six months if you are upto the level of Manager and for twelve months if you are at Senior Manager and above level, from the termination of your employment with the Company.

You agree to pay to the Company a penalty equal to six months' gross salary amount calculated based on the last drawn salary in the Company in case of violation of the clauses 7.1, 7.2, and 7.3. This is without prejudice to the rights of the Company to seek specific performance and compliance of these clauses by the employee, in addition to claiming any further damages incurred or likely to be incurred by the Company due to violation of the above clauses by the Employee.

You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this covenant by the Company are waived by you.

7.4. You are restricted from accepting any other employment or carry on any other commercial activity while employed with the Company, without prior specific written approval from the competent authority in the company.

While employed with the Company, you shall not perform such work or provide such services to any person or entity, directly or indirectly, (including as an employee, independent contractor, consultant, principal, agent, director, joint venture, partner, trustee, beneficiary), where such work or services are similar to those provided by you to the Company.

You shall not either directly or indirectly engage with any of the suppliers, service providers of the Company, or earn any separate profit or interest from them. You are also prohibited to receive any kind of benefit in cash or kind directly or indirectly from any of the vendors/service providers, customers, or any other person who was dealing with the Company.

8. GENERAL EMPLOYMENT OBLIGATIONS

8.1. During your employment with the Company, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on an honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.

8.2. You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the code of conduct, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational instructions/procedures as contained in the

Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

8.3. You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of any change in the address. Any communication sent to you by the Management on your last known address (as intimated by you) shall be deemed to have been duly served even though you may have changed your address.

8.4. You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and/or modified in any manner by you during your employment is, and will remain, the sole and exclusive property of the Company at all times during your employment and following termination.

8.5. You agree that you will inform the Company of any inventions, designs, improvements or developments relating to the business of the Company of which you become aware of during your employment, whether or not they are necessarily developed by you. You agree to assist the Company to obtain any patent, trademark, or design registrations to give the Company title to the invention, design, improvement, or development.

8.6. You agree and assure that during the term of your employment, to the maximum extent permitted by law, all intellectual property including copyrights, design rights, trademarks obtained by you individually or on behalf of the Company concerning the work carried on, discovered, invented designed and/or authored by you (hereinafter referred to as ("Intellectual Properties") as an employee of the Company during the term of your employment shall be owned by the Company and you shall not have any right, on the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company and you shall not lay claim on any such Intellectual Properties during the term of your employment and after the termination of your employment.

8.7. You agree that you hereby assign all your right, title and interest to, and in, any property relating to the business of the Company (whether tangible or intangible) which is created during your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment, at the cost of the Company.

8.8. This letter constitutes the entire agreement between you and the Company concerning your employment and cancels and supersedes any prior understandings and agreements between you and the Company hereto concerning your employment. It may not be altered without a written agreement signed by you and the Company barring exceptions of policy changes implemented by the company.

8.9. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of this Agreement and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. Also, such provision to which the invalidity or unenforceability is attached shall be deemed to be suitably amended in such a way as to obey the respective legal provision, and shall then apply to this Agreement in such amended form, content and spirit.

9. BREACH OF THE TERMS

9.1. You acknowledge that the terms and conditions contained in this document are reasonable in all the circumstances of your employment, and you agree that they are necessary for the protection and maintenance of the Company and its business.

9.2. You unconditionally agree that in case of a breach by you of any of the terms of this employment letter, the Company is entitled to (a) seek an order for specific performance, injunctive and other equitable reliefs available under the law against you and/or (b) recover liquidated damages and penalties from you which may include, to the extent permitted by law, withholding the monies payable to you.

10. REPRESENTATIONS, WARRANTIES & CODE OF CONDUCT

By signing this letter, you are representing to the Company that

10.1. Your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other entity to accept this offer of employment.

10.2. You are not subject to any restrictive covenants or other continuing obligations that in any way restrict your ability to engage in or solicit any business of any type engaged in by the Company, or participate in recruiting or staffing efforts on behalf of the Company.

10.3. For the performance of your duties in the Company, you will not knowingly use or otherwise disclose any confidential, business, proprietary, and trade secret information obtained as a result of any prior employment of yours. Unless specifically authorized to do so by someone with the appropriate authority from the applicable place of former employment, this provision should be regarded as this Company's instruction for you not to do so.

10.4. You have provided the Company with full, complete and accurate documentation and information about yourself and you have not withheld or refrained from disclosing any other relevant information which is material in the context of your employment.

10.5. The company has its Code of Conduct Policy which covers the obligations of employees during the course of employment and even after the cessation of services. The code of conduct policy is available on the company portal and an employee is expected to adhere by the same. Any violation of the Code of Conduct shall tantamount to serious misconduct and may lead to the termination of the employment.

11. GOVERNING LAW AND JURISDICTION

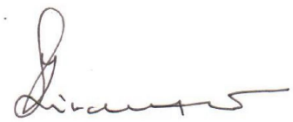
This Agreement will be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of Courts in New Delhi.

At MakeMyTrip, one of our goals is to offer all our people the opportunity to pursue their career aspirations and strive to deliver the best of their capabilities. As an organisation, we value your competence and believe that we can provide you with the enabling environment and culture to scale further heights in your professional and personal space.

As a token of acceptance of this appointment letter, please sign in the space provided below and return a duplicate copy of this letter immediately to us within (2) days from the date of receipt of this letter. Our offer shall automatically lapse unless you confirm your acceptance and submit the signed copy of this letter to us within the prescribed time.

On behalf of the organization, I welcome you on board and look forward to your valuable contribution in our pursuit to create value for all our stakeholders.

For MakeMyTrip (India) Private Limited



Yuvaraj Srivastava
Group Chief Human Resource Officer

Acceptance

I have read and understood the contents of this Employment Offer Letter and accept all the terms & conditions of this letter.

Name: **Surabhi Shrivastava**

Annexure I
Compensation Structure

Components	Description	Monthly Amount (INR)	Annual Amount (INR)
Basic Pay	40% of Total Compensation	40,000	4,80,000
HRA	50% of Basic Pay	20,000	2,40,000
Special Allowance	Balancing figure	29,943	3,59,312
LTA	LTA is equivalent to one month basic Pay upto maximum of INR 50,000 per annum.	3,333	40,000
Base Salary (A)		**93,276**	**11,19,312**
Provident Fund	12% of Basic Pay	4,800	57,600
Gratuity	4.81% of Basic Pay	1,924	23,088
Retirals (B)			**80,688**
Total Compensation (A+B)			**12,00,000**

i. The structure of remuneration is subject to change by the management of the Company (the Management) from time to time.

ii. **RSU clause:** You will also be eligible for RSUs of INR **6,00,000**. RSUs granted vest over a period of 4 years from the Date of Grant wherein 10%, 20%, 30%, 40% of these RSUs will vest respectively at the end of each anniversary from the Date of Grant. MMYT share price considered for calculation is the quarterly volume weighted average of MMYT share or $24, whichever is greater. You will get a detailed grant letter at the time of allocation.

Annexure II

go-mmt

LEADERSHIP BEHAVIOURS

Be a Customer Centric Innovator

Keeps customer (internal/external) delight as a mission and works backward. Thinks customer first and innovates beyond processes, systems and obstacles.

Think Big, Take Risks

Believes that big things are a sequel to big thoughts. Thinks BIG backed up with courage to take calculated risks. Has the vigor and passion to pursue excellence at the cost of social desirability.

Connect the Dots

Understands that "the whole is greater than the sum of its parts"; Looks beyond the obvious, has an eagle's angle and sees order in chaos.

Learn Quick, Go Deep

Is an avid learner who digs deep and is thorough before adding value. Is not threatened by unfamiliar information rather enjoys to unravel the unseen.

Leverage Diversity, Build teams

Has the charisma to transform groups to teams. Is sensitive to individual differences and leverages the talent variety to build high performing teams; fosters a sense of belonging.

Nurture Talent, Help Others Succeed

Understands that the mantra for success is- 'It's not I but WE'. Is a mentor who is secure, fosters development and is mindful of individual aspirations.

Agree-Disagree-Commit

Fights for one's conviction, while realistically and objectively understanding others perspectives. Works committedly once agreement is arrived at and respectfully battles till it does.

Race with Self, Set High Standards

Believes that road to excellence is always work in progress. Enjoys stretching personal and team's limits to discover hidden abilities and strengths.

Build Trust - Take Everyone Along

Is inclusive and promotes fairness and equity; seeks diverse perspectives to build profound insights to make robust decisions.

Bias for Action- Take Initiative

Actions speak louder than words. Proactively takes action and has a strong bias for execution; Has the discipline of getting things done and would only rest once the end objective is met.

Give & Take Honest Feedback

Has the stomach to take criticism and the courage to express alternate views gracefully; actively seeks and shares feedback for continuous improvement; clearly distinguishes purpose from the person.

Annexure III

go mmt GROUP core values

At MakeMyTrip, our vision is to make travel simple and fun for all, and our core values guide us in making this possible. These core values can be seen in the projects that we undertake, and the way in which we solve problems for our customers. They are a representation of OUR BEING & OUR DOING. Each member of the MakeMyTrip family is guided by them each and every day.

Curious

I am inquisitive, I ask questions to absorb, reflect and solve. I strive to learn & understand how my work is connected to others. I am flexible and open to ideas.

Customer Focus

We use customer lens proactively to anticipate and understand customer expectations. We keep customer in the center of our deliberations, decisions and debates to champion their interest.

Creative

I am inventive. I bring fresh perspective, I am experimental, I create new options and possibilities.

Commitment to Results

We take the highest level of ownership and accountability for every task at hand. We achieve superior results and execute well even in the face of all odds.

Caring

I am genuine & helpful, I support & empathise, I nurture and invest in relationships, I collaborate & co-create.

Continuous Improvement

We make ongoing efforts to enhance our products, services and processes. We believe that incremental changes are the cornerstones of breakthrough innovations.

MERCER

December 27, 2021

Mr. Ayushma Bansal
Ward No. 15,
Near Raghunath Temple,
Uniara Distt Tonk- 304024

Dear Ayushma,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Associate Software Engineer** in **AMSI** with an anticipated start date of **January 20, 2022**. You will work in our Gurgaon DLF SEZ office**.** Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.
The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.

For your grade level, the expected opportunity for a discretionary annual incentive is 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.

In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2022 but will be eligible for your performance in 2023**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2022**.**

Employee Signature:

Date:----------

Ayushma Bansal

In the event of termination of your employment for any reason, you will be paid wages earned and vacation that is accrued, but unused, through the last date of your employment. Annual incentive earned as of your termination date will be paid in accordance with the terms and conditions of the Annual Incentive Plan. To the extent permitted by law, any payment under the plan is not earned until such time as it is paid and once your employment terminates for any reason you are no longer entitled to any further payments under the plan.
Employees on performance or attendance warnings will have any earned award adjusted to reflect the time they were on warning during a quarter.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

You will receive a one-time sign-on bonus of INR 50000/- payable in the next available pay-run following your commencement date subject to the following conditions:

a) You must be actively employed through to and including the day of the anniversary of your employment commencement date, and not have served any notice of resignation or be on any leave of absence (paid or unpaid). For the purposes of this letter, use of accrued vacation time will not be considered a leave of absence and will have no effect on the sign-on bonus.
b) If your employment is voluntarily terminated by you or terminated by Mercer as a result of any misconduct, any act or behavior that violates Mercer's policies or standards of conduct, any breach of your employment contract, any act which entitles Mercer to terminate your contract of employment or any act that may subject you or Mercer to civil or criminal liability during the period stated for the sign-on bonus payment, you are required to refund the full gross amount of the sign-on bonus paid to you on or before your last day of employment with Mercer;
c) You agree that Mercer may set off any amounts owed to you against your obligation to repay the sign-on bonus to Mercer. In the event the amounts owed by Mercer to you are less than your sign-on bonus, you shall pay the difference within 14 days of receipt of notice from Mercer of that amount;
d) The sign-on bonus will form part of your assessable income for taxation purposes and any other withholdings required by law will be deducted at the time of processing the payment to you. To be eligible to receive the sign-on bonus, you must be a Mercer employee on the date of the payment of the sign-on bonus. The sign-on bonus is not part of your base salary and therefore is not taken into account for the purposes of calculating any other bonus awards, such as AIP.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life

effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.
You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.
You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.
As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc. (hereinafter referred as MMC) compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

We will discuss these training programs with you soon after your commencement with us; where possible during your initial Orientation into the company. However, if you fail to complete the online programs in due time, your employment status with Mercer will be reviewed. Please contact your local HR representative if you have questions or need further information on the two programs.

Confidentiality and Non-Disclosure
As part of your normal duties you will obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the Company, as provided within the terms of your delegated authority. In the event of your leaving the Company, all confidential information and material in your possession must be returned to the Company and continued confidentiality maintained. If you have any doubt as to whether information is confidential, please obtain your Manager's approval prior to disclosure.

Probationary Period
All employees up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer letter is so assigned, the "Company" as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Transfer of this Agreement
At commencement your place of work will be at our Gurgaon DLF SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have

abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Ayushma, my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal – Talent Acquisition

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Ayushma Bansal

APPENDIX B – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX C: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Mr. Ayushma Bansal

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund.* *You will also be required to make an equivalent contribution which will be deducted from your salary.*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

Gratuity	*On completion of five years of continuous service, you will be eligible for Gratuity, as per the Payment of Gratuity Act.*
Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*
3. *You may also make additional contributions to PF if you wish as per rules of the scheme*
4. *Applicable taxes will be deducted.*

Ayushma Bansal

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

Mercer Consulting India Pvt Ltd
Building No. 9, Plot No. 20-21
Infospace SEZ, Sector-135
Noida - 201301
Uttar Pradesh, India

November 1, 2021

Ms. Divya Sharma
Railway Road Simbhaoli, Bhowapur Mastan Nagar
Simbhaoli, Hapur, 245207.

Dear Divya ,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Trainee Software Engineer** in **Global Technology India** with an anticipated start date of **November 11, 2021**. You will work in our facility at the NOIDA SEZ. Your initial Induction and Process training will be organized at our Gurgaon office and you will subsequently be working in the NOIDA office. Please report to our Gurgaon office accordingly on the above mentioned start date. Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Divya Sharma

You will receive a one-time sign-on bonus of INR 50000. This amount will be payable with the third month salary from the date of joining, fully recoverable if you leave within 12 months of disbursement.

a) You must be actively employed through to and including the day of the anniversary of your employment commencement date, and not have served any notice of resignation or be on any leave of absence (paid or unpaid). For the purposes of this letter, use of accrued vacation time will not be considered a leave of absence and will have no effect on the sign-on bonus.
b) If your employment is voluntarily terminated by you or terminated by Mercer as a result of any misconduct, any act or behavior that violates Mercer's policies or standards of conduct, any breach of your employment contract, any act which entitles Mercer to terminate your contract of employment or any act that may subject you or Mercer to civil or criminal liability during the period stated for the sign-on bonus payment, you are required to refund the full gross amount of the sign-on bonus paid to you on or before your last day of employment with Mercer;
c) You agree that Mercer may set off any amounts owed to you against your obligation to repay the sign-on bonus to Mercer. In the event the amounts owed by Mercer to you are less than your sign-on bonus, you shall pay the difference within 14 days of receipt of notice from Mercer of that amount;
d) The sign-on bonus will form part of your assessable income for taxation purposes and any other withholdings required by law will be deducted at the time of processing the payment to you. To be eligible to receive the sign-on bonus, you must be a Mercer employee on the date of the payment of the sign-on bonus. The sign-on bonus is not part of your base salary and therefore is not taken into account for the purposes of calculating any other bonus awards, such as AIP.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to GOSS employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.

Divya Sharma

You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.
As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc.(hereinafter referred as MMC) compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

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Probationary Period
All employees of GOSS up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Divya Sharma

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer letter is so assigned, the "Company" as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

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Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

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If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but

public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

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Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Divya , my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal - Recruitment

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Divya Sharma

APPENDIX A – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX B: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Mr. Divya Sharma

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *(The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund. You will also be required to make an equivalent contribution which will be deducted from your salary. You may also make additional contributions if you wish as per rules of the scheme.)*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

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Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*

Divya Sharma

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

Mercer Consulting India Pvt Ltd
Building No. 9, Plot No. 20-21
Infospace SEZ, Sector-135
Noida - 201301
Uttar Pradesh, India

November 1, 2021

Ms. Kumari Divya Raj
Shrmjeevi nagar,near- Prabhat Tara School
hospital, bhagwanpur, Muzaffarpur
Bihar, 842001.

Dear Divya ,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Trainee Software Engineer** in **Global Technology India** with an anticipated start date of **November 11, 2021**. You will work in our facility at the Gurgaon DLF SEZ. Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Kumari Divya Raj

You will receive a one-time sign-on bonus of INR 50000. This amount will be payable with the third month salary from the date of joining, fully recoverable if you leave within 12 months of disbursement.

a) You must be actively employed through to and including the day of the anniversary of your employment commencement date, and not have served any notice of resignation or be on any leave of absence (paid or unpaid). For the purposes of this letter, use of accrued vacation time will not be considered a leave of absence and will have no effect on the sign-on bonus.
b) If your employment is voluntarily terminated by you or terminated by Mercer as a result of any misconduct, any act or behavior that violates Mercer's policies or standards of conduct, any breach of your employment contract, any act which entitles Mercer to terminate your contract of employment or any act that may subject you or Mercer to civil or criminal liability during the period stated for the sign-on bonus payment, you are required to refund the full gross amount of the sign-on bonus paid to you on or before your last day of employment with Mercer;
c) You agree that Mercer may set off any amounts owed to you against your obligation to repay the sign-on bonus to Mercer. In the event the amounts owed by Mercer to you are less than your sign-on bonus, you shall pay the difference within 14 days of receipt of notice from Mercer of that amount;
d) The sign-on bonus will form part of your assessable income for taxation purposes and any other withholdings required by law will be deducted at the time of processing the payment to you. To be eligible to receive the sign-on bonus, you must be a Mercer employee on the date of the payment of the sign-on bonus. The sign-on bonus is not part of your base salary and therefore is not taken into account for the purposes of calculating any other bonus awards, such as AIP.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to GOSS employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.

Kumari Divya Raj

You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.
As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc.(hereinafter referred as MMC) compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

We will discuss these training programs with you soon after your commencement with us; where possible during your initial Orientation into the company. However, if you fail to complete the online programs in due time, your employment status with Mercer will be reviewed. Please contact your local HR representative if you have questions or need further information on the two programs.

Confidentiality and Non-Disclosure
As part of your normal duties you will obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the Company, as provided within the terms of your delegated authority. In the event of your leaving the Company, all confidential information and material in your possession must be returned to the Company and continued confidentiality maintained. If you have any doubt as to whether information is confidential, please obtain your Manager's approval prior to disclosure.

Probationary Period
All employees of GOSS up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Kumari Divya Raj

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer letter is so assigned, the "Company" as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Transfer of this Agreement
At commencement your place of work will be at our Gurgaon DLF SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but

public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Divya , my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal - Recruitment

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Kumari Divya Raj

APPENDIX A – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX B: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Mr. Kumari Divya Raj

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *(The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund. You will also be required to make an equivalent contribution which will be deducted from your salary. You may also make additional contributions if you wish as per rules of the scheme.)*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

Gratuity	*On completion of five years of continuous service, you will be eligible for Gratuity, as per the Payment of Gratuity Act.*
Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*

Kumari Divya Raj

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

MERCER

September 17, 2021

Ms. Preeti Sarraf
Ward no 3,
Sarawagi Mohalla main market, Infront of J.K. Boot House,
Sheopur(M.P.)- 476337

Dear Preeti,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Associate S/W Engineer** in **AMSI** with an anticipated start date of **October 07, 2021**. You will work in our Gurgaon DLF SEZ office**.** Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.
The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Preeti Sarraf

In the event of termination of your employment for any reason, you will be paid wages earned and vacation that is accrued, but unused, through the last date of your employment. Annual incentive earned as of your termination date will be paid in accordance with the terms and conditions of the Annual Incentive Plan. To the extent permitted by law, any payment under the plan is not earned until such time as it is paid and once your employment terminates for any reason you are no longer entitled to any further payments under the plan.
Employees on performance or attendance warnings will have any earned award adjusted to reflect the time they were on warning during a quarter.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.

You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.

As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc. (hereinafter referred as MMC)
Preeti Sarraf

compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

We will discuss these training programs with you soon after your commencement with us; where possible during your initial Orientation into the company. However, if you fail to complete the online programs in due time, your employment status with Mercer will be reviewed. Please contact your local HR representative if you have questions or need further information on the two programs.

Confidentiality and Non-Disclosure
As part of your normal duties you will obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the Company, as provided within the terms of your delegated authority. In the event of your leaving the Company, all confidential information and material in your possession must be returned to the Company and continued confidentiality maintained. If you have any doubt as to whether information is confidential, please obtain your Manager's approval prior to disclosure.

Probationary Period
All employees up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer

Preeti Sarraf

letter is so assigned, the “Company” as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Transfer of this Agreement
At commencement your place of work will be at our Gurgaon DLF SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is

required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Preeti, my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal – Talent Acquisition

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Preeti Sarraf

APPENDIX B – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX C: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Ms. Preeti Sarraf

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund.* *You will also be required to make an equivalent contribution which will be deducted from your salary.*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

Gratuity	*On completion of five years of continuous service, you will be eligible for Gratuity, as per the Payment of Gratuity Act.*
Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*
3. *You may also make additional contributions to PF if you wish as per rules of the scheme*
4. *Applicable taxes will be deducted.*

Preeti Sarraf

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

MERCER

September 17, 2021

Ms. Priyanka Bhargav
D/O Mohan Lal,
Hno. 21 Gali No. 1, Pooja Colony,
Sri Ganganagar, Rajasthan- 335001

Dear Priyanka,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Associate S/W Engineer** in **AMSI** with an anticipated start date of **October 07, 2021**. You will work in our Gurgaon DLF SEZ office**.** Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.
The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Priyanka Bhargav

In the event of termination of your employment for any reason, you will be paid wages earned and vacation that is accrued, but unused, through the last date of your employment. Annual incentive earned as of your termination date will be paid in accordance with the terms and conditions of the Annual Incentive Plan. To the extent permitted by law, any payment under the plan is not earned until such time as it is paid and once your employment terminates for any reason you are no longer entitled to any further payments under the plan.
Employees on performance or attendance warnings will have any earned award adjusted to reflect the time they were on warning during a quarter.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.

You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.

As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc. (hereinafter referred as MMC)
Priyanka Bhargav

compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

We will discuss these training programs with you soon after your commencement with us; where possible during your initial Orientation into the company. However, if you fail to complete the online programs in due time, your employment status with Mercer will be reviewed. Please contact your local HR representative if you have questions or need further information on the two programs.

Confidentiality and Non-Disclosure
As part of your normal duties you will obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the Company, as provided within the terms of your delegated authority. In the event of your leaving the Company, all confidential information and material in your possession must be returned to the Company and continued confidentiality maintained. If you have any doubt as to whether information is confidential, please obtain your Manager's approval prior to disclosure.

Probationary Period
All employees up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer

Priyanka Bhargav

letter is so assigned, the “Company” as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Transfer of this Agreement
At commencement your place of work will be at our Gurgaon DLF SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is

required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Priyanka, my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal – Talent Acquisition

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Priyanka Bhargav

APPENDIX B – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX C: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Ms. Priyanka Bhargav

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund.* *You will also be required to make an equivalent contribution which will be deducted from your salary.*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

Gratuity	*On completion of five years of continuous service, you will be eligible for Gratuity, as per the Payment of Gratuity Act.*
Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*
3. *You may also make additional contributions to PF if you wish as per rules of the scheme*
4. *Applicable taxes will be deducted.*

Priyanka Bhargav

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

MERCER

September 17, 2021

Ms. Rupal Sharma
Plot No. 27, Friends Colony,
Near Water Works Pump House,
Jail Road, Tonk,Rajasthan 304001

Dear Rupal,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Associate S/W Engineer** in **AMSI** with an anticipated start date of **October 07, 2021**. You will work in our Gurgaon DLF SEZ office**.** Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.
The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Rupal Sharma

In the event of termination of your employment for any reason, you will be paid wages earned and vacation that is accrued, but unused, through the last date of your employment. Annual incentive earned as of your termination date will be paid in accordance with the terms and conditions of the Annual Incentive Plan. To the extent permitted by law, any payment under the plan is not earned until such time as it is paid and once your employment terminates for any reason you are no longer entitled to any further payments under the plan.
Employees on performance or attendance warnings will have any earned award adjusted to reflect the time they were on warning during a quarter.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.

You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.

As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc. (hereinafter referred as MMC)
Rupal Sharma

compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

We will discuss these training programs with you soon after your commencement with us; where possible during your initial Orientation into the company. However, if you fail to complete the online programs in due time, your employment status with Mercer will be reviewed. Please contact your local HR representative if you have questions or need further information on the two programs.

Confidentiality and Non-Disclosure
As part of your normal duties you will obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the Company, as provided within the terms of your delegated authority. In the event of your leaving the Company, all confidential information and material in your possession must be returned to the Company and continued confidentiality maintained. If you have any doubt as to whether information is confidential, please obtain your Manager's approval prior to disclosure.

Probationary Period
All employees up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer

Rupal Sharma

letter is so assigned, the “Company” as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Transfer of this Agreement
At commencement your place of work will be at our Gurgaon DLF SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is

required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Rupal, my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal – Talent Acquisition

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Rupal Sharma

APPENDIX B – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX C: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Ms. Rupal Sharma

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund.* *You will also be required to make an equivalent contribution which will be deducted from your salary.*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

Gratuity	*On completion of five years of continuous service, you will be eligible for Gratuity, as per the Payment of Gratuity Act.*
Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*
3. *You may also make additional contributions to PF if you wish as per rules of the scheme*
4. *Applicable taxes will be deducted.*

Rupal Sharma

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

MERCER

September 17, 2021

Ms. Shubhangi Sharma
Om narayan apartment,
flat no-302,janakpuri colony,lane no-3,
gola- road,patna,Bihar(801503)

Dear Shubhangi,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Associate S/W Engineer** in **AMSI** with an anticipated start date of **October 07, 2021**. You will work in our Gurgaon DLF SEZ office**.** Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.
The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Shubhangi Sharma

In the event of termination of your employment for any reason, you will be paid wages earned and vacation that is accrued, but unused, through the last date of your employment. Annual incentive earned as of your termination date will be paid in accordance with the terms and conditions of the Annual Incentive Plan. To the extent permitted by law, any payment under the plan is not earned until such time as it is paid and once your employment terminates for any reason you are no longer entitled to any further payments under the plan.
Employees on performance or attendance warnings will have any earned award adjusted to reflect the time they were on warning during a quarter.

The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Office Hours & Leaves
Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

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As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc. (hereinafter referred as MMC)
Shubhangi Sharma

compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

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Probationary Period
All employees up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer

Shubhangi Sharma

letter is so assigned, the “Company” as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Transfer of this Agreement
At commencement your place of work will be at our Gurgaon DLF SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is

required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Shubhangi, my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal – Talent Acquisition

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Shubhangi Sharma

APPENDIX B – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX C: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Ms. Shubhangi Sharma

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund.* *You will also be required to make an equivalent contribution which will be deducted from your salary.*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

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Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*
3. *You may also make additional contributions to PF if you wish as per rules of the scheme*
4. *Applicable taxes will be deducted.*

Shubhangi Sharma

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

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- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

Mercer Consulting India Pvt Ltd
Building No. 9, Plot No. 20-21
Infospace SEZ, Sector-135
Noida - 201301
Uttar Pradesh, India

September 17, 2021

Ms. Surabhi Varshney
Gali Dharmsala,
Near Devi Mandir Chhata(Mathura),
U.P-281401

Dear Surabhi,

I am pleased to confirm the terms of our offer to you to join, Mercer Consulting (India) Private Limited (hereinafter referred to as Mercer). You are being offered a role of **Associate S/W Engineer** in **AMSI** with an anticipated start date of **October 07, 2021**. You will work in our facility at the NOIDA SEZ. Your initial Induction and Process training will be organized at our Gurgaon office and you will subsequently be working in the NOIDA office. Please report to our Gurgaon office accordingly on the above mentioned start date. Due to the lockdown caused by Covid-19, your start date may be deferred, if the Company is unable to resume its normal business operations.

Mercer's rewards philosophy aims to align employee contributions with business goals to maximize individual, team and company performance. Our rewards philosophy is designed to attract and retain the best individuals, reward competitively and motivate them to perform. This position is a **Grade B, Zone 1** and is exempt from overtime. The annual fixed remuneration for this position is **INR 475000** payable over 12 months. This would include the company's contribution to Employees' Provident Fund. The details of remuneration applicable to you are annexed herewith.
The organization shall be entitled to deduct and withhold any and all taxes and imposts as required by law. You will solely and personally be liable for declaring and paying all taxes and imposts relating to your employment as required by law.

Annual Incentive Plan (AIP)
You will be eligible for incentive under our Annual Incentive Plan (AIP), which is governed by the Annual Incentive Plan document; you will receive a copy after you join us. Annual incentive is discretionary and based on your grade level and the attainment of performance goals by both the Company and you. Performance for your level will be evaluated using KPIs in six key areas. KPIs and their weights may vary by team and may be revised to drive business priorities. In order to be eligible for and receive annual incentive, you will have to execute the Company's restrictive covenant and confidentiality agreements.
For your grade level, the expected opportunity for a discretionary annual incentive is 5% of your annual base salary for the year 2021 and 10% of your annual base salary for the year 2022 & onwards, with an expected award range between 0% and 10% for year 2021 and 0% and 20% for year 2022 & onwards. Annual incentive is payable no later than March 31st of the year following the calendar year for which performance is assessed as long as you remain continuously and actively employed by the Company, without having given notice of your resignation, through the date of annual incentive payment.
In case, your start date is on or after **October 1**, you will not be eligible to receive an annual incentive for your performance in 2021 but will be eligible for your performance in 2022**.** In case your start date is before October 1, you will be eligible to participate in the Annual Incentive Plan for your performance in 2021**.**

Employee Signature:

Date:----------

Surabhi Varshney

Office Hours & Leaves

Our usual office hours are of 9 hour duration everyday**,** Monday to Friday, with one hour normally allowed for lunch. Your office hours will be mutually agreed with your Manager in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally.

Leave
You will be entitled to leaves as stipulated in the company's leave policy as applicable to your designated office. You will find complete details on leave policy, as well as other HR policies, in the Employee Handbook, which you'll be able to access after joining us.

Benefits
You will be eligible to participate in Mercer's comprehensive package of benefit plans as applicable to GOSS employees. These plans include gratuity, medical, life, disability, and other insurance programs as well as an array of work/life effectiveness policies and programs. The company reserves the right to revise the benefit plans if required in the future, and the same would then get applied to you.

You will be covered under the Company's Health Plan which is applicable for self, spouse and dependent children. Please inform the HR Department of your family details. You will also be covered under the Company's Accident and Life Insurance Plan.

You will become a member of the Company's Provident Fund Scheme. The Company's contribution to the Provident Fund Scheme will be included in the annual remuneration applicable to you.

As you think about joining us, please note that Mercer has adopted a year-round "Appropriate Dress" policy. This policy is designed to allow you to select between Business Casual Dress or Business Dress; whichever is appropriate for your work on a given day.

Proprietary information
By accepting this offer, you are also acknowledging your continuing obligations to Mercer with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with Mercer. This would include, but not be limited to, information as to the identity of Mercer's personnel and their rates of compensation, identities of Mercer's clients and prospects and their consulting needs and Mercer's specialized methods and other similar items.

As a condition of our offer of employment, as well as your continued employment by the Company, you must read, understand and abide by all applicable Marsh & McLennan Companies, Inc.(hereinafter referred as MMC) compliance policies found on the MMC compliance website (www.compliance.mmc.com), as updated from time to time, including but not limited to MMC Code of Conduct, *The Greater Good* and the Anti Bribery & Corruption course. You must complete any required online compliance training for your position within 30 days of your start date or within 30 days after it becomes available. You must also read, understand and abide by all applicable Mercer compliance policies found on Mercer's compliance intranet page (http://home.mercer.com/AboutGlobalPA/default.asp) and complete any and all mandatory compliance training that Mercer determines is appropriate for your position within the timeframe established by Mercer during the course of your employment.

We will discuss these training programs with you soon after your commencement with us; where possible during your initial Orientation into the company. However, if you fail to complete the online programs in due time, your employment status with Mercer will be reviewed. Please contact your local HR representative if you have questions or need further information on the two programs.

Surabhi Varshney

Confidentiality and Non-Disclosure
As part of your normal duties you will obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the Company, as provided within the terms of your delegated authority. In the event of your leaving the Company, all confidential information and material in your possession must be returned to the Company and continued confidentiality maintained. If you have any doubt as to whether information is confidential, please obtain your Manager's approval prior to disclosure.

Probationary Period
All employees of GOSS up to level D are subject to complete a 3 months probationary period beginning upon the commencement date of employment. During this period of 3 months, your performance will be reviewed and if found satisfactory, the appointment will be confirmed on completion of the probationary period, however no formal confirmation letter will be issued. Depending on the outcome of such evaluation, if your performance is not as per the expectation, your probation period can be extended by a period of 3 months which will be formally communicated to you.

If the probationary period is formally extended, required inputs and support will be provided by the organization to help you come up to the expected standards of performance. There will be periodic reviews to assess your progress. At the end of these 3 months there will be a review and if the performance is satisfactory you will be confirmed. In case the performance remains below the expectation levels then the case would be dealt as per the terms of appointment.

Pre-employment Requirements
This offer and your continued employment are contingent upon the satisfactory completion of reference and background checks, and, if applicable, the submission of proper authorization to work in India. Once we receive written acceptance of this offer, we will begin our reference process, which includes a background verification and confirmation of the information you provide on the application form. Your current employer information will be verified as part of this process.

Assignment of this Agreement
This offer letter is personal to you and shall not be assignable by you without the prior written consent of the Company. This offer letter shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company may assign this offer letter, without your consent, to any member of its Affiliated Groups, which means MMC and any corporation, partnership, joint venture, limited liability company, or other entity in which MMC has a 10% or greater direct or indirect interest, or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all, or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this offer letter is so assigned, the "Company" as used throughout this offer letter shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.

Surabhi Varshney

Transfer of this Agreement

At commencement your place of work will be at our NOIDA SEZ office. However, the Company reserves the right to change or amend your office location as per the needs of the business.

Merger of Terms
This offer letter supersedes all prior discussions and agreements between you and the Company with respect to the subject matters covered herein.

Termination of Employment
During the period of probation as set out in this letter, your employment may be terminated by one month of notice of termination from either party. After confirmation, your appointment shall be terminable on the expiry of three months' notice in writing on either side, delivered in person or by post or by courier addressed to the last known address of either party or by email. However the company may terminate your employment without notice by paying salary in lieu of the notice, for the entire or part of the notice period.

If you ask for a part or complete waiver of the notice period, the company may at its discretion accede to such a request in full or part or decline such request, without assigning any reasons therefore. Should the company accede to a part or complete waiver of notice, it reserves the right to require you to pay the company salary for the period waived or adjust the amount with your accumulated earned leaves.

The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be guilty of misconduct or negligent in your duties. Furthermore, if you undertake employment for remuneration outside the company without prior permission from the company, you may be liable for dismissal without notice.

In the event of your continuous absence for a period of 5 consecutive working days or more, without permission from management for the same, you shall be deemed, without prejudice to the company's rights and remedies, to have abandoned your employment with the company. Such abandonment of the contract of employment shall be deemed as repudiation of the contract of employment by you, and not as a termination of the service by the company.

Resignation from the company is a sensitive matter. Should a situation arise when you decide to part ways, we strongly encourage you to first discuss the decision with your immediate manager. It is also important that you treat the intent of your separation confidentially between your immediate manager, HR and yourself. While it may not be your intent, but public information of your resignation before the company has had a chance to plan an alternative can be detrimental to business. Keeping your intent to resign confidential alleviates the impact on company business.

Salaries are confidential in Mercer and the company expects you not to discuss the same with colleagues. The company reserves the right to terminate your employment without notice or payment in lieu of notice should you be found guilty of discussing or divulging your salary details with anyone other than your business leader or company HR.

This offer and your continued employment by Mercer are contingent upon the satisfactory completion of reference and background checks. We will begin our reference process including a salary and background verification and confirmation of all information you provide on the application form. Please note that current employer information is required to be verified as part of this process. Nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment with the company is entered into voluntarily. You and the company have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

Next steps

Please sign below at the designated place and return the entire original signed offer letter and all other signed offer documents (keeping one enclosed original copy for yourself) in the envelope provided within the next 3 working days to confirm your acceptance of the terms mentioned in this letter.

Surabhi, my colleagues and I look forward to your acceptance of this offer and the valuable contribution we expect you will make to Mercer. If you have any questions about this offer, feel free to contact me.

Yours sincerely

Amit Ahuja
Principal - Recruitment

Employee Signature:

Date:----------

For and on behalf of

Mercer Consulting (India) Pvt. Ltd.

Enclosures:

1. Non-Solicitation Agreement
2. Confidentiality Agreement

Surabhi Varshney

APPENDIX A – DISCIPLINARY RULES

The following may be considered acts of gross misconduct (the list is not exhaustive), which may result in dismissal:

- Concealment of internal information and misrepresentation of material facts.
- Theft of property belonging to the Company, its employees of clients.
- Fraud against the Company or its clients.
- The receipt or use of funds or other assets in exchange for confidential information, or the performance of illegal acts.
- Disloyalty or serious breach of confidentiality or security.
- Any action, which could lead to the loss of the employee's individual registration status with a financial regulatory body.
- Misuse of Company computer systems, e.g. excessive access of non-work related Internet sites.
- Verbal or physical abuse of employees of the Company or its clients.
- Willful damage to property belonging to the Company or its clients.
- Serious breach of the Company's code of ethics.
- Serious act of insubordination.
- Undertaking secondary or additional employment, which conflicts with the work of the Company.
- Deliberate tampering with or unauthorized use of computer hardware or software.
- Serious negligence, which causes unacceptable loss, damage or injury.
- Harassment on the grounds of sex, race, caste, religion, or disability of fellow employees, or any other person whilst on Company business.
- Willful disregard of health and safety rules.
- Failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures).
- Conviction by a court of law for a serious criminal offence, which brings the Company into disrepute.
- Benefiting directly, or indirectly, from secret/illegitimate profit arising out of Company business/interests.
- Unauthorised use or sale of alcohol or drugs on Company property.
- Any action, which could adversely affect the image or reputation of the Company.

APPENDIX B: SUMMARY OF COMPENSATION AND BENEFITS APPLICABLE TO Ms. Surabhi Varshney

	per month (INR)	*per annum (INR)*
Basic Salary	*15833*	*190000*
House Rent Allowance	*7917*	*95000*
Special Allowance	*13933*	*167200*
Provident Fund (Employer's contribution) *(The company will contribute an amount equivalent to **12%** of your above said Basic salary to the Provident Fund. You will also be required to make an equivalent contribution which will be deducted from your salary. You may also make additional contributions if you wish as per rules of the scheme.)*	*1900*	*22800*
Gross Salary	***39583***	***475000***
Advance Statutory Bonus The company will pay Statutory bonus in advance under the provisions of the Payment of Bonus Act, 1965 and Payment of Bonus (Amendment) Act, 2015.	*0*	*0*
Total GTC	***39583***	***475000***
*Mercer Consulting (India) Private Limited will pay you this above said annual guaranteed total compensation (GTC) of **INR 475000 per annum.** Your compensation will be reviewed annually and you will be informed in writing of any changes to your GTC.*		

In addition to the above you will also be entitled to the following other benefits:

Gratuity	*On completion of five years of continuous service, you will be eligible for Gratuity, as per the Payment of Gratuity Act.*
Benefits	*You will be covered under the following group insurance schemes, as per the company policy -* *Group Mediclaim Policy - for self and family* *Group Term Life Policy - for self* *Personal Accident Policy - for self* *The details of the same will be provided to you by the HR team on your joining.*

Note:

1. *Advance statutory bonus is applicable to all such colleagues whose Guaranteed Total Compensation (GTC) over and above the employer contribution to retirement benefits is less than INR 21,000/month. This amount will get added to the special allowance as and when the above mentioned threshold of INR 21,000 is crossed as a result of change in GTC*
2. *The above mentioned salary components or the structure thereof are subject to change to align to any change in statutory/regulatory guidelines or any other reasons for which the company may deem fit to change the salary components or the structure thereof. However, this will not have an impact on your guaranteed total cash.*

Surabhi Varshney

Candidate Declaration

I hereby declare that I have carefully read and clearly understand and agree that:

My Profile:
- I am not pursuing any professional education/courses (CA/CA Inter, MCA, MBA, CS, ICWA, CFP, CFA etc) at the moment.
- I have not participated in any of the competitive exams (Bank POs, Government Jobs, and Defense Services etc.) in the last three months.

Job Profile:
- The role and responsibilities that I would be required to perform have been shared and explained to me.
- I understand and agree that I may be moved within or to other processes as per business requirement.

Work Timings:
- I understand that the processes support work across various global time zones and my shift timings could change as per business / process requirements. I agree to work in any Shift Timings including night shifts.

Leaves/ Attendance:
- Leaves during the first 3 months of the employment are not encouraged as this can affect the training / performance and in turn confirmation.
- Any leaves need to be taken in consultation and with prior approval of the reporting manager.

Career Progression:
- Career Progression enables qualified employees to find enriched roles and career advancement within the organization purely based on the performance and conduct, and not tenure/ educational qualification / experience prior to joining Mercer.

General:
- My appointment at Mercer Consulting (India) Pvt. Ltd. is subject to a mandated detailed background verification checks conducted by the Company with the help of an external agency. In the event any background checks being negative / discrepant, the Company shall be entitled to terminate my services with immediate effect.
- It is my responsibility to familiarize myself with Company policies by going through the Employee Handbook and clarifying any doubts with my reporting manager and HR Business Partner.

Transportation/Cab Facility:
- I understand & agree that Mercer provides transport services and that I can avail the same only if my current residence falls under the Transport Service Zone.
- If for any reason I move to an area in future which is in the non-service zone, I would not be able to avail the benefits of the transport facility.

The above mentioned guidelines are subject to change at the sole discretion of the management.

I declare that all information given by me during my recruiting process is accurate and complete to the best of my knowledge. I understand that in the event of the information being found to be false, misleading or incomplete anytime in the future, it could lead to immediate dismissal of my services.

Candidate Name:

(Signature)

Date:

Microsoft Global Services Center (India) Pvt. Ltd.
Building 1, Microsoft Campus,
Gachibowli, Hyderabad- 500032
http://www.microsoft.com/india

Tel: +91-40-66930000
Fax: +91-40-66932999

Microsoft

29-Apr-21

To

Garima Jain
Banasthali Vidyapith
Jaipur, Rajasthan 304022

Dear **Garima,**

Sub: Preliminary offer of employment

Further to our discussions, **Microsoft Global Service Center (India) Pvt. Ltd**, is pleased to offer you the role of **Associate Consultant** on the following terms, and subject to Company' policies in this regard:

a) Your total base salary will be **INR 850,000** per annum, payable monthly in arrears. The base salary has two components, (i) Basic and (ii) Allowances:

(i) Basic Salary: Your basic salary will be **INR 401,200** per annum and is 47.2% of the base salary.

(ii) Allowances: You shall be entitled to a sum of **INR 448,800** per annum (52.8% of the base pay) towards allowances

b) Stock Award of **USD 1200** in Microsoft Corporation, USA, under and subject to the Microsoft Corporation 2017 Stock Plan.

c) You will also be eligible for an annual incentive payment opportunity. The Core Priority Based Incentive (CBI) target opportunity is 20% of your bonus eligible salary during the rewards period, with an overall range of 0% - 60%. Your actual CBI can be higher or lower than the target and will be based on your performance during the year. You must satisfy all the eligibility requirements in order to receive a CBI payment. Your first eligibility for a CBI will be determined based on your start date and will be reviewed each year per Microsoft eligibility rules.

One year after your start date, should you remain in your role, you will be moved onto the standard compensation plan. This plan may require that you meet a revenue or utilization target. Details of this plan will be communicated to you at the time that the change occurs.

d) Sign-On Bonus of **INR 100,000** will be awarded to you. This sign on bonus will be paid along with the first month salary. The payment is subject to the conditions outlined in this regard in the final offer letter.

Signature of candidate **Microsoft Global Services India Pvt. Ltd**

Registered Office: 807, New Delhi House, Barakhamba Road, New Delhi-110001. CIN: U74140DL2005PTC134963

Microsoft Global Services Center (India) Pvt. Ltd.
Building 1, Microsoft Campus,
Gachibowli, Hyderabad- 500032
http://www.microsoft.com/india

Tel: +91-40-66930000
Fax: +91-40-66932999

Microsoft

The Company's offer / your employment with the Company is conditional upon and subject to the conclusion and positive outcome of the Company's Background Verification Process. The offer can be withdrawn and revoked by the Company at any time in the event of an unsatisfactory outcome of the background verification

Please note that this is a preliminary offer letter, post your acceptance and subject to the conditions above, you will receive a final offer letter closer to the joining date.

Your employment will be subject to the terms of this preliminary offer letter, the final offer letter and the policies of the Company.

Please indicate your acceptance of the above by reverting with scanned copy of the signed offer letter on or before **3-May-21**

Yours Sincerely,

For **Microsoft Global Service Center (India) Pvt. Ltd**

Authorized Signatory

I Agree

Garima Jain

30/04/2021

Name, Signature & Date

Signature of candidate **Microsoft Global Services India Pvt. Ltd**

Registered Office: 807, New Delhi House, Barakhamba Road, New Delhi-110001. CIN: U74140DL2005PTC134963

22nd June 2021

Somya Jain
Banasthali Vidyapith

Subject: Offer Letter

Dear **Somya**,

We are pleased to offer you the position of **Software Engineer, Grade – M1** at **Myntra Designs Pvt. Ltd. (The Company)** as per the terms and conditions mentioned below.

Compensation

Your total annual compensation will be **INR 1,600,000/-** (1.6 Million INR). The details of the salary break up can be found in Annexure B.

The Company will cover your health insurance expenses up to **INR 300,000/-** (300 Thousand INR) per annum, which would cover you and 5 dependents. The dependents may include spouse, parents or parents-in-law, up to 3 children (25 years or below) and up to 2 siblings (18 years or below).

You will be granted stock options worth **INR 800,000/-** (800 Thousand INR) under the Flipkart Stock Option Plan 2012 (FSOP 2012). You will receive the stock grant letter detailing the terms and conditions within 120 days from the day of joining the organization post completing the necessary formalities.

Your annual increments will be at the discretion of the company and will be basis your performance review which will be conducted by your manager from time to time.

Date of Joining and place of work.

Your date of joining the organization will be **28th June 2021** or earlier. And your initial place of assignment will be **Bangalore**, India. The company reserves the right to transfer you to any location basis business and organization priorities. The Company will offer you relocation support as per the terms outlined in Annexure D of this document.

Acceptance of employment and Governing Law and Jurisdiction

The other terms and conditions of your employment have been laid down in Annexure A of this letter. Please go through the annexure as well as the other annexures appended to this letter in detail. By signing and initialing each page and then returning a duplicate copy of this letter and its annexure will be a token of your acceptance to the terms and conditions laid down in this letter and the appended annexures. Please do so within **Three days** of receiving this letter, otherwise this letter of appointment will be revoked.

Your continued employment with the company and/or this offer of employment made by the Company to You, is subject to successfully submitting all valid documents listed in Annexure C within Three days of joining. The company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents including but not limited to successful completion of Your degree mentioned as part of the offer letter successfully, or if there is a discrepancy in the documents submitted, the company reserves the right to terminate your employment with immediate effect.

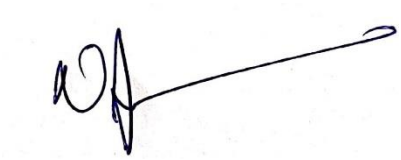
Withdrawal of job offer

Your continued employment with the company is subject to submitting the successful completion of Your degree certification within thirty (30) days of receiving Your results from Your university/ college. The Company reserves the right to terminate Your employment with immediate effect if You fail to clear your degree/ examination.

Governing Law and Jurisdiction

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts in Bangalore shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

We welcome you on board and wish to create personal wealth and prosperity for each other.



Amar Nagaram

Myntra Designs Pvt. Ltd.

Annexures

Annexure A: **Terms and Conditions applicable to this Appointment**
Annexure B: **Compensation Details**
Annexure C: **Documents for Joining**
Annexure D: **Relocation Policy**

Accepted the contract of employment, the annexures and terms and conditions within:

_____

Somya Jain

28th June 2021

ANNEXURE A: Terms and Conditions applicable to this Appointment

1. Executive Undertakings, Commitments and Covenants

(i) The Executive agrees that he/she shall perform his / her duties and undertake responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.

(ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.

(iii) The Executive undertakes, commits, agrees and covenants that as an Executive of the Company, he/she shall not accept any other project or commence or continue any freelance job during the course of his or her employment with the Company.

(iv) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.

(v) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.

(vi) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.

2. Employee screening

You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment with immediate effect.

3. Intellectual Property Ownership and Assignment:

a) The Employee acknowledges and agrees that all Intellectual Property created by [him/her], solely or jointly with any other party, during the course of employment, shall solely and exclusively vest with and belong to the Company in perpetuity and for the entire world.

b) If, and only to the extent that, any aspect of the Intellectual Property is found as a matter of law not to be owned by the Company, the Employee hereby irrevocably and unconditionally assigns to the Company without any further consideration, all rights, title and interest in and to such aspect of the Intellectual Property for the entire world, in perpetuity and for all mediums or modes, now existing or that may come into existence in future. The Employee agrees that such assignment will continue to vest all rights, title and interest in and to the Company and such rights, title and interest shall not revert to the Employee, at any point in time, in the event that the Company does not exercise any or all of the rights so assigned.

c) If, and only to the extent that, as a matter of law, ownership, title, or any rights or interest in or to any of the Intellectual Property cannot be or are not capable of being assigned, the Employee hereby irrevocably agrees to grant, and hereby grants, to the Company an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered or invented and for whatever purpose, all rights to the Intellectual Property that cannot be, or are not capable of being, assigned, including the right to create sub-license.

d) The Employee agrees that [he/she] shall execute any documents requested by the Company (which shall be prepared at the Company's expense), including but not limited to patent and copyright applications and registrations, and will perform any and all further acts deemed necessary or desirable by the Company in order to perfect, confirm, exploit, or enforce the rights, title or interest relating to Intellectual Property assigned by the Employee to the Company. In case the Employee fails to execute such documents and fails to do all such deeds, acts or things as may be required for the purpose of this Clause, it shall be deemed to have irrevocably appointed the Company as its agent and attorney to execute such documents and do such deeds, acts or things as mentioned in this Clause.

e) The Employee agrees that [he/she] shall, at any point in time, not make or assert any claim whatsoever to any Intellectual Property contemplated under this Agreement. The Employee further agrees that [he/she] shall not attempt to register at any point in time any intellectual property rights or other similar rights that may amount to infringement or result in any other violation of the rights, title or interest in any Intellectual Property of the Company, irrespective of whether such Intellectual Property has been created by the Employee or not.

f) The Employee hereby, upon [his/her] own volition, waives [his/her] moral rights in relation to any Intellectual Property and acknowledges that the Company shall have no obligation of naming the Employee as the author of any Intellectual Property.

For the purpose of this Agreement, "Intellectual Property" means all intellectual property including but not limited to any invention along with all improvements thereupon, works of authorship, patents, trademarks, trade secrets, designs, copyrights or any other form of similar property granted or recognized under applicable law, whether registered or unregistered and whether capable of registration or not, which (i) relates directly to the business of the Company or to the actual or demonstratively anticipated research or development of the Company, irrespective of the equipment, supplies, facilities or premises used to create such intellectual property or (ii) does not relate to the business of the Company but has been created by using the equipment, supplies, facilities or premises of the Company.

4. Confidential Information

(i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties. The Executive acknowledges that Company has explained that such Confidential Information is the valuable property of the Company and/or their customers and is critical to its business.

(ii) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/ Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(iii) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(iv) The Executive shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(v) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted

to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she will not access any databases or tables other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,

a) Executive will not disclose his salary or any other compensation details to other Executives.
b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
c) Executives will not copy Company data or any technical code to Executive's personal or home computers and will use only Company provided equipment.
d) The Executive also understands that the Company may monitor and review which databases and tables that the Executive has been accessing at any time without prior notice to the Executive.
e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.

(vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

5. Data Privacy and Protection

Company may, in connection with your employment, receive personal and sensitive personal information relating to you or third parties associated with you (such as your spouse, children or dependents). Such information may be received from you, from other sources, or may be recorded directly or indirectly by internal systems or by other means. You authorize the Company, its global affiliates and subsidiaries, by itself or through its services providers to collect, store, transfer or otherwise process such information for recruitment, management of employment relationship and other employment purposes, compliance with legislation and policies, security and business continuity, maintaining business structure and other legitimate business purposes. You shall treat all personal and sensitive personal information to which you may have access in the course of your employment strictly in accordance with the applicable laws, Company policies and values, and not use any such information other than in connection with the purposes for which it was disclosed to you. Company systems allow you to check and update certain personal information obtained from you. It is your responsibility to ensure that such information is kept up to date. Company implements appropriate security measures designed to prevent unlawful or unauthorized processing of such information. For any questions, concerns or reporting an incident you may contact your relevant HR representative, manager or compliance helpline at www.flipkartethics.com.

6. Non-Competition

(i) During the term of Executive's engagement by the Company (the "**Restricted Period**"), the Executive will not engage in any acts of Competition. In agreeing to this restriction on Competition, the Executive acknowledges that:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;
b) If Executive were to participate in a business that competes with the Company, Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by Executive's engagement by the Company that it would be very difficult for Executive not to rely on or use the Confidential Information; and
c) Executive, and any entity in competition with the Company to which Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith,

Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in Executive's work with such an entity.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

(iii) During the term of one (1) year post the Employee's engagement with the Company (the "**Cooling-off Period**"), the Executive shall strive to not engage in any acts of Competition. In agreeing to this, the Executive acknowledges that to the best of its knowledge and ability:

a) The Company's business is conducted on an international basis, and as such is not geographically limited;
b) If Executive were to participate in a business that competes with the Company, Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by Executive's engagement by the Company that it would be very difficult for Executive not to rely on or use the Confidential Information; and
c) Executive, and any entity in competition with the Company to which Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in Executive's work with such an entity.

(iv) For the purpose of this Agreement, "**Competition**" means:

a) recruiting, soliciting, or inducing of any non-clerical Executives of the Company or its affiliates or any advisor in the Company councils to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical Executive of the Company or its affiliates or any person who within six (6) months before had been a non-clerical Executive of the Company or any of its affiliates or any advisor to the Company councils;
b) soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or
c) soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.
d) joining, working for, employed with, provide consultation or services to, be associated with, or advice a competitor of the Company.

(v) Notwithstanding anything mentioned under clause (6) of the Agreement, the Company reserves the right but not the obligation to invoke the limitations mentioned herein.

7. Indemnification

The Executive shall defend, indemnify and hold the Company harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Executive under this Agreement.

8. Remedies on Breach

(i) Executive agrees that upon a material breach of this Agreement by the Executive and failure by Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

(ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

(iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

9. Termination

(i) Either party is entitled to terminate this appointment by a notice of 30 days in writing or payment of base salary (Fixed Compensation) in lieu thereof. If such termination is by the company and is without cause, notice pay will be calculated at the rate of base salary for 30 (Thirty) day together with any statutory payments to which you may have been entitled up to such effective date of termination and any accrued leave earned but not yet paid as of the effective date of such termination, in lieu of such notice.

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by Executive in the aforesaid letter of resignation.

(iv) If, in the sole opinion of the Company, Executive is unable to carry out the responsibilities and functions of the position held by Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate Executive's employment, subject to applicable law.

(v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate.

(vi) The Executive's services may be terminated without any notice or liability, for the following indicative causes:

a) engaging in serious misconduct;
b) habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;
c) committing a serious or persistent breach or non-observance of any condition of your employment;
d) conviction for an indictable offence;
e) knowingly or repeatedly act in excess of your powers or in contravention of the instructions of the management or the board;
f) knowingly or repeatedly fail to perform your duties as set out herein;
g) acting with gross or repeated incompetence or negligence to the material detriment of the Company; and
h) gross or repeated contravention of the provisions of the Non-Solicitation and Non-Competition Clause or the Confidentiality Clause hereof.

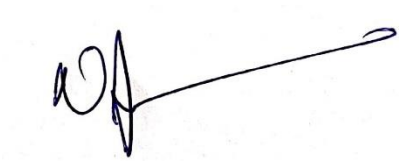
10. Consequences of Termination

The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the Company in its possession as per the instructions of the Company and hand over charge to the designated representative of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

ANNEXURE B: Compensation Details

Salary Breakup	PA	PM
Fixed Pay	**1,600,000**	**133,333**
Basic	640,000	53,333
HRA	320,000	26,667
Special Allowance	618,400	51,533
EPF Employer Contribution	21,600	1,800
Deductions		
EPF Employer Contribution	21,600	1,800
EPF Employee Contribution	21,600	1,800
PT	2,400	200
Net Fixed Pay before Income Tax	**1,554,400**	**129,533**
Benefits		
Gratuity	As per Act	
Mediclaim Insurance	As per Policy	
Personal Accident Insurance	As per Policy	
Note		

1. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non taxable against specified IT Provisions
2. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.
3. PF Contribution maximum is Rs. 3600 (Employee & Employer Contribution - Per Month) for Indian Residents,
4. Income Tax deduction; as per Income Tax rules, based on receipts/declarations for non-base allowances and for investments.
5. Professional Tax deduction will be applicable as per Karnataka Professional Tax laws.



ANNEXURE C: Joining Formalities

A system generated e-mail will be shared on your personal mail ID 10 days before your DOJ from hrsystems@myntra.com with the subject – "Welcome to Myntra".
In case if you have not got this e-mail, please drop e-mail to embark@myntra.com or get in touch with your respective HR Recruiter.
For any support while completing the joining formalities, please refer to the FAQ guide/ Onboarding Guidelines/ Sample Joining form or write an e-mail to embark@myntra.com with your query.

Please keep the following documents ready to complete the online joining formalities.

1. Photocopy of Photo ID proof
    a. Indian Citizen: Both Pan card* and Aadhaar card are mandatory.
    b. Non- Indian Citizen:
        i. Mandatory: Passport Copy,
        ii. Mandatory: Indian Pan Card,
        iii. Mandatory: OCI /PIO or Job Visa,
2. Photocopy of address proofs
    a. Permanent address proof (Any one): Aadhaar card /Passport copy /Driving License / Voter ID/ Sale deed
    b. Present address proof (Any one): Rental agreement /Utility bill /Aadhar card /Passport copy /Driving License / Voter ID / Society letter in original, stamped and signed by Secretary or Chairman /Bank statement.
3. Photocopy of Academic certificates
    a. 10th & 12th Mark sheets*
    b. Convocation certificate of Highest qualification Bachelor's, Post-Graduation & Diploma (if any)*
    c. All semester marks sheets of Bachelor's, Post-Graduation & Diploma (if any)
4. Photocopies of previous employment documents
    a. Experience Letter/Relieving letter of last 3 companies worked*
    b. If (a) is not available for the last employer, resignation acceptance mail is mandatory stating the last working date.
    c. Last 3 months' salary slips from the immediate last employer*
5. Government Documents
    a. EPF: Previous employer issued UAN number (NA for fresher)
    b. EPS: employee pension scheme (NA for fresher)
    c. ESIC: Previous employer issued ESIC number (NA for fresher)

Annexure D: Domestic Relocation Policy

Travel Expenses

- Myntra shall help the employee book tickets (air & road) for him/ her through Myntra Travel Desk. The travel request along with the date, details of to and from destination and a suitable time of travel should be provided to the travel desk at least 14 days in advance.
- Only one-way travel from the current location to Myntra office location will be provided for the employee.
- Reimbursement will not be provided for self-booking.

Transit Stay

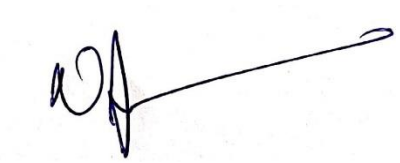
- Myntra will provide accommodation for employee for a period of up to 15 days, starting 2 days prior to actual joining, if required. Pick up and drop facility from hotel to office may be provided for these 15 days. In the absence of this facility employee may claim reimbursements on actuals, capped at INR 300 per day.
- Only lodging expenses are paid for by the company. The employee is responsible for paying for all other incidental expenses during transit stay (including food, local conveyance and laundry etc.)
- Extending your stay at the accommodation is subject to availability of rooms. However, the costs for the extended period have to be borne by you.
- In case you choose not to avail company provided accommodation, the amount cannot be encashed.

Terms

- Validity of this benefit is strictly 3 months, which means all expense claims should be submitted within 3 months from date of joining or relocation.

Repayment Clause

- All expenses paid for relocation are recoverable if you leave Myntra within one year of joining or relocating.



nagarro

Nagarro Software Pvt. Ltd.
(CIN: U72900DL1996PTC075431)

Date March 25, 2021

Megha Kumari,

Dighi Kala Opposite Devchand College,

Hajipur - 844101,

(Bihar) India

Subject: Training Letter

Dear Megha Kumari,

This is further with reference to the tests and interviews conducted by us. We are pleased to inform you, that we have decided to provide you appointment as **Trainee** at **Nagarro.**

You are requested to join us on or before **April 14, 2021.** During the period of training you would be paid a stipend of **Indian Rupee (INR) 15,000.00/-** per month.

The details of your compensation package and terms and conditions of your employment are enclosed herein.

You are requested to send us the signed duplicate copy of this letter as a token of your acceptance.

We welcome you to a pursuit of excellence with **Nagarro.**

To help complete joining formalities, may we request you to carry the following documents with you on the date of joining:

- **Mark sheets and Certificates for Class X, XII, Graduation and Post Graduation (if applicable)**
- **Copy of Aadhar Card, PAN Card, Driving License and Passport (if applicable)**
- **Five Passport size photographs**

Yours Sincerely,

For **Nagarro Software Pvt. Ltd.**

Swati Yadav

Swati Yadav
Associate Director

Registered Office: 19/20, Punjabi Bagh (East), New Delhi - 110 026
Unit II: Plot No. 36, Electronic City, Sector-18, Gurgaon - 122015, Haryana, India Ph: (+91 124) 2450807 Fax : (+91 124) 2450832
Unit III: Plot No. 37, Electronic City, Sector-18,Gurgaon - 122015, Haryana, India Ph: (+91 124) 2450807 Fax : (+91 124) 2450832
www.nagarro.com email: info.in@nagarro.com

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nagarro

Nagarro Software Pvt. Ltd.
(CIN: U72900DL1996PTC075453)

Ref: Nagarro Software Pvt. Ltd./APP/18001917/841279

Date: March 25, 2021

Megha Kumari,

Dighi Kala Opposite Devchand College,

Hajipur - 844101,

(Bihar) India

Dear Megha Kumari,

This has reference to your application for employment with **Nagarro Software** and your subsequent interview.

We are pleased to appoint you as **Associate Engineer** at **Nagarro Software Private Limited Unit-II** of **Nagarro Software Pvt. Ltd. Plot N Udyog Vihar, Sector - 18, Gurgaon, India.** You can join us on or before **November 14, 2021.**

The terms and conditions of your employment are enclosed as **Annexure "B".**

We welcome you to a pursuit of excellence with Nagarro.

Please sign the duplicate copy of this letter, Annexure "A" and Annexure "B" as a token of your acceptance and deliver it to us in person mail/courier within ten days from the date of receipt of this letter.

To help complete joining formalities, may we request you to carry the following documents with you on the date of joining:

- **Mark-sheets and certificates for Class X, Class XII, Graduation and Post-graduation if applicable**
- **Copy of Aadhar Card, PAN Card, Driving License and Passport (if applicable)**
- **Five passport-size photographs**

Yours truly,

For **Nagarro Software Pvt. Ltd.**

Swati Yadav

Swati Yadav
Associate Director

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Nagarro Software Pvt. Ltd.
(CIN :U72900DL1996PTC075453)

Date: March 22, 2021

Monika Gupta,

(Uttar Pradesh) India

Subject: Training Letter

Dear Monika Gupta,

This is further with reference to the tests and interviews conducted by us. We are pleased to inform you, that we have decided to provide you appointment as **Trainee** at **Nagarro.**

You are requested to join us on or before **April 14, 2021**. During the period of training, you would be paid a stipend of **Indian Rupee (INR) 15,000.00/-** per month.The details of your compensation package and terms and conditions of your employment are enclosed herein.

You are requested to send us the signed duplicate copy of this letter as a token of your acceptance.

We welcome you to a pursuit of excellence with **Nagarro**.

To help complete joining formalities, may we request you to carry the following documents with you on the date of joining:

Mark sheets and Certificates for Class X, XII, Graduation and Post Graduation (if applicable)Copy of Aadhar Card, PAN Card, Driving License and Passport (if applicable)
Five Passport size photographs

Yours Sincerely,

For **Nagarro Software Pvt. Ltd.**

Swati Yadav
Associate Director

Date: October 6, 2021

Nagarro Software Pvt. Ltd.
(CIN :U72900DL1996PTC075453)

Monika Gupta,

(Uttar Pradesh) India

Dear Monika Gupta,

This has reference to your application for employment with **Nagarro Software** and your subsequent interview.

We are pleased to appoint you as **Associate Engineer** at **Nagarro Software Private Limited Unit-II** of **Nagarro Software Pvt. Ltd. Plot No. 13, Udyog Vihar, Sector - 18, Gurgaon, India.** You can join us on or before **October 14, 2021.**

The terms and conditions of your employment are enclosed as **Annexure "B"**.

We welcome you to a pursuit of excellence with Nagarro.

Please sign the duplicate copy of this letter, Annexure "B" as a token of your acceptance.

To help complete joining formalities, may we request you to carry the following documents with you on the date of joining:

Mark-sheets and certificates for Class X, Class XII, Graduation and Post-graduation if applicableCopy of Aadhar Card, PAN Card, Driving License and Passport (if applicable)
Five passport-size photographs

Yours truly,

For **Nagarro Software Pvt. Ltd.**

Swati Yadav
Associate Director

Name	Monika Gupta

Monthly Earnings	Amount in Indian Rupee (INR)	Annualized Amount in Indian Rupee (INR)
Basic Pay	15,000.00	180,000.00
HRA	7500	90000
Executive Allowance	3,945.00	47,340.00
Total (A)	**2,6445.00**	**317,340.00**
Annual Earnings	**Amount in Indian Rupee (INR)**	
Medical Reimbursement*	0	
Employer's Contribution to Provident Fund	23,400.00	
Employer's Contribution to ESIC	0.00	
Leave Travel Allowance**	0.00	
Gratuity***	8,660.00	
Labour Contribution Fund	600.00	
Total Yearly (B)	**32,660.00**	
Variable Bonus	0	
Total Fixed Compensation (A+B)	**350,000.00**	

Note:
**Leave Travel Allowance (LTA) will be paid once in a year on submission of bills & subject to Income Tax rules
***Payment as per Gratuity Act
Income Tax in respect of the above mentioned compensation package should be borne by the employee. There would be following deduction from Monthly A-Tax/ Mediclaim / PF-employee contribution and Transport (Optional)
PLs will accrue each month on a prorated basis. Amount of accrual for the month is calculated on the basic pay existing at the end of each month

Group Insurance
Guidelines:- **Group Mediclaim Insurance** **a)** An employee has a mediclaim insurance cover of 3 lac by default and he/she at the time of joining can increase his/her sum insured upto 10 lakhs & cover his dependents (spouse, kids and parents). Premium deduction details has been provided in table below. **b)** During mid-term of the policy, only newly-wed spouse, Parents in Law (on account of marriage) and new born child can be included in the policy within 90 days from Date of Marriage and Date of Birth respectively. No other dependent can be included during mid-term of the policy. **c)** Downward revision of Sum Insured will be allowed at the time of renewal as per the then prevalent term and conditions of the policy. **d)** Exclusion of dependents will be allowed at the time of renewal only as per the then prevalent terms and conditions of the policy. **Group Personal Accident Insurance (GPA)** The GPA Policy provides the insured a cover for disability or death caused by an accident. **a)** An employee has personal accident insurance cover of 3X of his TFC by default and he/she at the time of joining can go in for a sum insured upto 4X to 10X as per policy terms. Premium deduction details has been provided in table below. **b)** Once an employee is enrolled in the policy he/she cannot exit the policy till he leaves the company. **Group Term Life Insurance (GTL)** The GTL policy provides the insured a cover in case of death. **a)** Enrollment in GTL is optional and on discretion of the employee and employee can opt for a cover of upto 10X of their TFC. The most common practice is to cover within 3X to 5X of your TFC. Premium deduction details has been provided in table below. **b)** Exit from the policy can be done at the time of renewal only by selecting “0X” multiplier in internal insurance application.

Premium for Group Insurance		
Premium		**Deduction**
Premium Deduction for Mediclaim Insurance	Calculated Formula	In equal instalments starting from the following month of DOJ till Policy end date.
Premium Deduction for GPA	Calculated Formula	From the following month of DOJ
Premium Deduction for GTL (optional)	Calculated Formula	From the following month of DOJ

Annexure "B" – Page 1/2

Terms and Conditions

The key service conditions applicable to your employment are given below. The Company reserves the right to revise these terms and conditions at any time.

1. Place of Posting and Assignment:

Your place of posting will currently be GURUGRAM. However, you are liable to be temporarily assigned or permanently transferred from one place to another, one job to another, one unit to another, wherever located in the country or abroad, at any point of time as the exigencies of work demand. You can also be deputed to work in and/or for any client or affiliate company.

2. Whole Time Service:

Your employment with the Company is full time and while so employed, you must under no circumstances engage yourself directly or through any agency in any work, business, profession or employment, either honorary or otherwise without obtaining written prior permission from the Management. Any breach of this condition may result in your immediate termination from the services of the Company.

3. Inventions and Discoveries:

The rights created or accrued out of any and all discoveries, inventions, copyrights, patents, etc., which you may make or obtain during the period of your employment with Nagarro shall exclusively vest with the Company and may be re-assigned by it as it deems fit. This does not apply to creative non-commercial products that are wholly unconnected with the business of the Company.

4. Termination on Misconduct or Breach of any Service Condition: If you are found guilty of any misconduct or should you commit any breach of the service conditions or get involved in an act which in the opinion of the Company is prejudicial to the interest of the Company, the Company may without any notice terminate your services.

5. Termination by Notice: Without prejudice to clause 4 above, your services can be terminated at any time by giving two calendar months' notice or two months' salary in lieu of notice. In case you desire to leave the services of the Company, you will have to give us two calendar months' notice. In case you do not give this two calendar months' notice, the Company will have the authority to recover up to two months' salary from your full and final dues (inclusive of performance linked bonus, if any) depending upon the impact of your resignation on the work assigned to you.

I have read and understood the above terms and conditions and I agree to abide the same.

Signature

Registered Office: 19/20, Punjabi Bagh (East), New Delhi – 110 026 email:info@nagarro.com

Unit II: Plot. 14, Electronic City, Sector 18, Gurgaon 122 015, Haryana, India Ph: (+91 124) 3048647 Fax: (+91 124) 3048646 Unit III: Plot 37, Electronic City, Sector 18, Gurgaon – 122 015, Haryana, India Ph : (+91 124) 3048647 Fax : (+91 124) 3048646

6. Company's decision on Termination to be Final and Binding:

The Company's decisions regarding termination under clauses 4 & 5 shall be final and binding.

7. Retirement:

The Company's retirement age is 60.

8. General Policies and Procedures:

A copy of the General Policies and Procedures of the Company will be given to you on the date of joining. You will be required to adhere to these, as well as to any other service conditions governing your unit and location that may be in force currently and/or which may be issued from time to time by the Management with respect to hours of work, weekly offs, paid holidays etc.

9. Reference/Background Checks:

Your employment by the Company is conditional upon and subject to completion of an Employment Application, the completion of a reference/background check, and approval thereof by the Company, in its sole discretion.

10. Confidentiality of this Offer:

The package offered to you is highly confidential and must not be revealed between now and the joining date or while in employment or thereafter to any individual/agency/organization, by word of mouth or otherwise.

11. Jurisdiction:

Any dispute arising out of the employment or terms of service shall be subject to the jurisdiction of the competent courts in Delhi.

12. Final Agreement:

This written offer supersedes all verbal or written agreements between you and the Company.

For Nagarro Software Pvt. Ltd.

Authorized Signatory

I have read and understood the above terms and conditions and I agree to abide the same.

Name Signature Date

Registered Office: 19/20, Punjabi Bagh (East), New Delhi – 110 026 email:info@nagarro.com

Unit II: Plot. 14, Electronic City, Sector 18, Gurgaon 122 015, Haryana, India Ph: (+91 124) 3048647 Fax: (+91 124) 3048646 Unit III: Plot 37, Electronic City, Sector 18, Gurgaon – 122 015, Haryana, India Ph : (+91 124) 3048647 Fax : (+91 124) 3048646

Nagarro Software Pvt. Ltd.
(CIN :U72900DL1996PTC075453)

Date: March 19, 2021

Rupal Jain,
(Rajasthan) India

Subject: Training Letter

Dear Rupal Jain,

This is further with reference to the tests and interviews conducted by us. We are pleased to inform you, that we have decided to provide you appointment as **Trainee** at **Nagarro.**

You are requested to join us on or before **April 14, 2021**. During the period of training, you would be paid a stipend of **Indian Rupee (INR) 15,000.00/-** per month.The details of your compensation package and terms and conditions of your employment are enclosed herein.

You are requested to send us the signed duplicate copy of this letter as a token of your acceptance.

We welcome you to a pursuit of excellence with **Nagarro**.

To help complete joining formalities, may we request you to carry the following documents with you on the date of joining:

- **Mark sheets and Certificates for Class X, XII, Graduation and Post Graduation (if applicable)**
- **Copy of Aadhar Card, PAN Card, Driving License and Passport (if applicable)**
- **Five Passport size photographs**

Yours Sincerely,

For **Nagarro Software Pvt. Ltd.**

Swati Yadav
Associate Director

nagarro

Nagarro Software Pvt. Ltd.
(CIN :U72900DL1996PTC075453)

nagarro

Nagarro Software Pvt. Ltd.
(CIN :U72900DL1996PTC075453)

Date: October 6, 2021

Rupal Jain,
(Rajasthan) India

Dear Rupal Jain,

This has reference to your application for employment with **Nagarro Software** and your subsequent interview.

We are pleased to appoint you as **Associate Engineer** at **Nagarro Software Private Limited Unit-II** of **Nagarro Software Pvt. Ltd. Plot No. 13, Udyog Vihar, Sector - 18, Gurgaon, India.** You can join us on or before **October 14, 2021.**

The terms and conditions of your employment are enclosed as **Annexure "B"**.

We welcome you to a pursuit of excellence with Nagarro.

Please sign the duplicate copy of this letter, Annexure "B" as a token of your acceptance.

To help complete joining formalities, may we request you to carry the following documents with you on the date of joining:

Mark-sheets and certificates for Class X, Class XII, Graduation and Post-graduation if applicableCopy of Aadhar Card, PAN Card, Driving License and Passport (if applicable)
Five passport-size photographs

Yours truly,

For **Nagarro Software Pvt. Ltd.**

Swati Yadav
Associate Director

nagarro

Name	Rupal Jain

Monthly Earnings	Amount in Indian Rupee (INR)	Annualized Amount in Indian Rupee (INR)
Basic Pay	15,000.00	180,000.00
HRA	7500	90000
Executive Allowance	3,945.00	47,340.00
Total (A)	**2,6445.00**	**317,340.00**
Annual Earnings	**Amount in Indian Rupee (INR)**	
Medical Reimbursement*	0	
Employer's Contribution to Provident Fund	23,400.00	
Employer's Contribution to ESIC	0.00	
Leave Travel Allowance**	0.00	
Gratuity***	8,660.00	
Labour Contribution Fund	600.00	
Total Yearly (B)	**32,660.00**	
Variable Bonus	0	
Total Fixed Compensation (A+B)	**350,000.00**	

Note:
**Leave Travel Allowance (LTA) will be paid once in a year on submission of bills & subject to Income Tax rules
***Payment as per Gratuity Act
Income Tax in respect of the above mentioned compensation package should be borne by the employee. There would be following deduction from Monthly A-Tax/ Mediclaim / PF-employee contribution and Transport (Optional)
PLs will accrue each month on a prorated basis. Amount of accrual for the month is calculated on the basic pay existing at the end of each month

nagarro

Group Insurance

Guidelines:-

Group Mediclaim Insurance

a) An employee has a mediclaim insurance cover of 3 lac by default and he/she at the time of joining can increase his/her sum insured upto 10 lakhs & cover his dependents (spouse, kids and parents). Premium deduction details has been provided in table below.

b) During mid-term of the policy, only newly-wed spouse, Parents in Law (on account of marriage) and new born child can be included in the policy within 90 days from Date of Marriage and Date of Birth respectively. No other dependent can be included during mid-term of the policy.

c) Downward revision of Sum Insured will be allowed at the time of renewal as per the then prevalent term and conditions of the policy.

d) Exclusion of dependents will be allowed at the time of renewal only as per the then prevalent terms and conditions of the policy.

Group Personal Accident Insurance (GPA)

The GPA Policy provides the insured a cover for disability or death caused by an accident.

a) An employee has personal accident insurance cover of 3X of his TFC by default and he/she at the time of joining can go in for a sum insured upto 4X to 10X as per policy terms. Premium deduction details has been provided in table below.

b) Once an employee is enrolled in the policy he/she cannot exit the policy till he leaves the company.

Group Term Life Insurance (GTL)

The GTL policy provides the insured a cover in case of death.

a) Enrollment in GTL is optional and on discretion of the employee and employee can opt for a cover of upto 10X of their TFC. The most common practice is to cover within 3X to 5X of your TFC. Premium deduction details has been provided in table below.

b) Exit from the policy can be done at the time of renewal only by selecting “0X” multiplier in internal insurance application.

Premium for Group Insurance

Premium		Deduction
Premium Deduction for Mediclaim Insurance	Calculated Formula	In equal instalments starting from the following month of DOJ till Policy end date.
Premium Deduction for GPA	Calculated Formula	From the following month of DOJ
Premium Deduction for GTL (optional)	Calculated Formula	From the following month of DOJ

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Annexure "B" – Page 1/2

Terms and Conditions

The key service conditions applicable to your employment are given below. The Company reserves the right to revise these terms and conditions at any time.

1. Place of Posting and Assignment:

Your place of posting will currently be GURUGRAM. However, you are liable to be temporarily assigned or permanently transferred from one place to another, one job to another, one unit to another, wherever located in the country or abroad, at any point of time as the exigencies of work demand. You can also be deputed to work in and/or for any client or affiliate company.

2. Whole Time Service:

Your employment with the Company is full time and while so employed, you must under no circumstances engage yourself directly or through any agency in any work, business, profession or employment, either honorary or otherwise without obtaining written prior permission from the Management. Any breach of this condition may result in your immediate termination from the services of the Company.

3. Inventions and Discoveries:

The rights created or accrued out of any and all discoveries, inventions, copyrights, patents, etc., which you may make or obtain during the period of your employment with Nagarro shall exclusively vest with the Company and may be re-assigned by it as it deems fit. This does not apply to creative non-commercial products that are wholly unconnected with the business of the Company.

4. Termination on Misconduct or Breach of any Service Condition: If you are found guilty of any misconduct or should you commit any breach of the service conditions or get involved in an act which in the opinion of the Company is prejudicial to the interest of the Company, the Company may without any notice terminate your services.

5. Termination by Notice: Without prejudice to clause 4 above, your services can be terminated at any time by giving two calendar months' notice or two months' salary in lieu of notice. In case you desire to leave the services of the Company, you will have to give us two calendar months' notice. In case you do not give this two calendar months' notice, the Company will have the authority to recover up to two months' salary from your full and final dues (inclusive of performance linked bonus, if any) depending upon the impact of your resignation on the work assigned to you.

I have read and understood the above terms and conditions and I agree to abide the same.

Signature

Registered Office: 19/20, Punjabi Bagh (East), New Delhi – 110 026 email:info@nagarro.com

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6. Company's decision on Termination to be Final and Binding:

The Company's decisions regarding termination under clauses 4 & 5 shall be final and binding.

7. Retirement:

The Company's retirement age is 60.

8. General Policies and Procedures:

A copy of the General Policies and Procedures of the Company will be given to you on the date of joining. You will be required to adhere to these, as well as to any other service conditions governing your unit and location that may be in force currently and/or which may be issued from time to time by the Management with respect to hours of work, weekly offs, paid holidays etc.

9. Reference/Background Checks:

Your employment by the Company is conditional upon and subject to completion of an Employment Application, the completion of a reference/background check, and approval thereof by the Company, in its sole discretion.

10. Confidentiality of this Offer:

The package offered to you is highly confidential and must not be revealed between now and the joining date or while in employment or thereafter to any individual/agency/organization, by word of mouth or otherwise.

11. Jurisdiction:

Any dispute arising out of the employment or terms of service shall be subject to the jurisdiction of the competent courts in Delhi.

12. Final Agreement:

This written offer supersedes all verbal or written agreements between you and the Company.

For Nagarro Software Pvt. Ltd.

Authorized Signatory

I have read and understood the above terms and conditions and I agree to abide the same.

Name Signature Date

Registered Office: 19/20, Punjabi Bagh (East), New Delhi – 110 026 email:info@nagarro.com

Unit II: Plot. 14, Electronic City, Sector 18, Gurgaon 122 015, Haryana, India Ph: (+91 124) 3048647 Fax: (+91 124) 3048646 Unit III: Plot 37, Electronic City, Sector 18, Gurgaon – 122 015, Haryana, India Ph : (+91 124) 3048647 Fax : (+91 124) 3048646

OFFER LETTER

Offer and employment subject to verification of any requested original documents.
Subject to the agreement of terms detailed in the "Appointment letter & employee agreement contract".

Offer valid for the next 48 hours only

11th November 2020

Dear Richa Verma,

A. Firstly, a personal welcome

We are delighted to offer you the opportunity to join us on this adventure @o2h. We were impressed with your track record, enthusiasm, authenticity and energy and we look forward to working with you to driving forward our vision of investing in brilliant british science. We are pleased to offer you the position of **Designer Trainee** for o2h discovery starting on the **4th January 2021, Monday.**

B. Outlook

We @o2h would like to take this opportunity to explain the company's dreams of being the best in the world in our three core business segments of discovery, technology and ventures. We have made great progress shaping our competitive advantage in particular where science meets technology and are building a unique business model where a symbiosis between science, technology and investment is helping us build an exciting future as we 'seed new ideas in life-science, technology and social enterprise'.

We have launched a seed stage venture fund under o2h ventures fund which is just 15 months ago and have made more than ten investments, we have around twenty customers in o2h discovery and we now have developed three in-house tech products and including visibly, CITC and Zephx as well as having started building a portfolio of new customers under the o2h tech brand. We have visualised a home for o2h in the form of two iconic state-of-the-art research parks bridging India and Europe, and firmly taking our place alongside some of the most exciting innovation cultures and communities from around the world, both of these projects are in construction phase and we are planning further expansion of both facilities.

It has been a bumpy recent few months because of corona and things may get worse before they get better as the full economic impact is calculated. However, we are as curious, hungry and passionate as ever to see what an adventurous approach to the cross-fertilisation of ideas and skills in our ecosystem will lead us to...

C. Particulars, Training & Package

The conventional package shall be made up of 2 components, C1. Cost to company, C2. Performance bonus. As discussed, the performance bonus element usually makes up 12.5% of the salary and is paid at the financial year end.

The package shall be could total (C1.) INR 2.625 Lakhs (CTC) + (C2.) INR 0.375 Lakhs (CPB, subject to hitting %100 feedback) = INR 3.0 Lakhs.

D. Performance Bonus (PB)

The performance bonus which is subject to performance could be **INR 0.375** Lakhs per annum payable at the end of the financial year. An overall, 'Excel', 'Above Expectation', or 'Succeeds' performance rating will result in the performance bonus being paid in full. An overall 'Needs Improvement' or 'Needs Significant Improvement' means that the bonus will be discretionary and may not be paid in full, and in such a case the performance bonus will be payable according to an assessment of the Directors in consultation with the team and other parties and collaborators with whom you have worked with. No other bonus at Diwali time will be payable.

E. Annual Notes to Letter

E1. OCA

We have a target based system across a range of measures which will assist in defining your contribution areas in o2h group (OCA,), similar to the KRA methods you may have seen elsewhere. As this is your first year of employment the targets will be agreed within the first three months of your employment. The OCA score is based on the objective assessment provided by the primary reviewer (which is peer reviewed) and will be available to you on request. We will carry out a review process towards the end of the financial year. Any suggestions or areas for your career development highlighted in your OCA or review or from other sources may be included in your training plan.

E2. Training Plan

Enshrined in our values are the speed of learning at all levels of the organisation to help us compete in the market. We will prepare a training needs identification, TNI (training needs identified), schedule with you within 3 months of your joining to help your on-going training needs including the need to adapt to learning about technology, and the tech industry. All team members are required to complete a minimum of ten training sessions which are required to be completed and signed off by April 30, 2021.

F. General Notes to Letter

The issue of any pay is subject to the performance of the individual, project, business and market conditions. The Board of Directors may amend the plan during the financial year in relation to major changes in the business environment and reserve the right to define budgets, targets and performance accordingly. The compensation plan is continually reviewed and, if necessary, may be modified and therefore, the Board of Directors shall make appropriate judgments regarding the implementation and administration of this plan. In all matters of pay or bonuses the discretion of the Board of Directors is final and reserve the right to change policy without notice. All other terms and conditions of your employment stipulated in your appointment letter or subsequent modifications thereof remain unchanged and will be governed by company's HR policies prevalent at the time.

G. A Closing Comment

It is worth stating that any appointment, review and development process is never perfect, so we request your understanding that we work through this process with our best endeavours and diligence to assess various market, company and individual factors. We would like to kindly ask you to not discuss or disclose your compensation package with anybody other than your reporting manager or HR. Please appreciate that your compensation package is unique to you and sharing with other colleagues can result in disharmony.

H. Special Notes to Letter

H1.Group Health Insurance

We have made provisions for you to be covered under the benefit of o2h's GHI (Group Health Insurance) policy with sum insured amount of INR 3 Lakhs for self, spouse and 2 childrens. If you wish to enroll your parents under this policy then the respective premium amount of your parents will be deducted from your salary as per the policy. You will however be expected to contribute to the term insurance plan that shall has been negotiated by the company at preferential rates.

H2. Transportation Facility

o2h group provides transportation facility to employees FOC (free of cost) and covers every part of Ahmedabad. The transportation route is attached as a separate enclosure for your reference.

H3. Gratuity

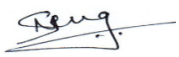
Gratuity will be provided as per government norms which is excluded from above CTC. You will be issued an "Appointment Letter & Employment Agreement Contract" giving terms & conditions of your employment after the final fitness certificates are submitted. The same shall be binding upon you.

Annexure – I

	Monthly	Yearly
Basic Salary	5,250	63,000
Dearness Allowance	3,500	42,000
Other Allowance	8,750	1,05,000
House Rental Allowance	4,375	52,500
Performance Bonus*		37,500
CTC	**21,875**	**3,00,000**
PF Employer	1,050	12,600
PF Employee	1,050	12,600
P.Tax	200	2,400
Net salary/On hand salary	**19,575**	

This package, we believe, reflects our confidence in you as an individual and recognises your potential contribution to the success of the company. We very much look forward to start working with you at the earliest. If you have any questions, please do not hesitate to contact **Anoushka Chati** on **+91 8160645455** or **Neetu Singh Sengar** on **+91 9724936574.** Please send us the scanned copy of the offer letter signed after confirmation to anoushka.chati@o2h.com and neetu@o2h.com.

Regards,



Neetu Singh Sengar
Assistant Manager – Human Resources

Employee: Richa Verma

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Integrated Cloud
Applications & Platform Services

Oracle India Private Limited
India Development Center
Oracle Technology Park
3, Bannerghatta Road
Bangalore - 560 029, India
Phone +91 80 4107 6000
Fax +91 80 2552 6124

Registered office address:
F-01/02, First Floor,
Salcon Rasvilas Plot no. D-1,
District Centre, Saket,
New Delhi – 110 017
Phone: 91-11- 46509000
Fax: 91-11-40574722
CIN: U74899DL1993PTC051764

May 21, 2021

Diksha Chaturvedi

Dear Diksha,

We are pleased to offer you employment in the position of **Member Technical Staff** with **Oracle India Private Limited, IDC ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **11,00,000.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	4,60,189.00
B. Flexible Benefit Plan (FBP) **	5,62,453.00
C. Annual Gross Pay AGP (A+B)	10,22,642.00
D. Company's contribution to PF	55,223.00
E. Company's contribution to Gratuity	22,135.00
Total Gross (C+D+E)	**11,00,000.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 214357.81** 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).

ORACLE

Oracle India Private Limited
India Development Center
Oracle Technology Park
3, Bannerghatta Road
Bangalore - 560 029, India
Phone +91 80 4107 6000
Fax +91 80 2552 6124

Registered office address:
F-01/02, First Floor,
Salcon Rasvilas Plot no. D-1,
District Centre, Saket,
New Delhi – 110 017
Phone: 91-11- 46509000
Fax: 91-11-40574722
CIN: U74899DL1993PTC051764

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and 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.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Paul Harvey** at **441189240704**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Paul Harvey (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle India Private Limited, IDC**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Diksha Chaturvedi** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

Congratulations and welcome to Oracle. We are delighted that you have decided to grow your career with us. We are a global market leader in cloud solutions and the world's #1 enterprise database, serving more than 400,000 customers across a wide variety of industries in more than 145 countries around the globe.

Our future success is strongly linked to the quality of talent in our organization; our employees are the best and the brightest in the industry. We provide our global workforce of more than 130,000 employees an environment that fosters a culture of innovation, excellence and continuous learning. Like others before you, you will be able to build your career at Oracle into a lifelong journey of personal growth and success.

Please be sure to watch our Life at Oracle employee video series for firsthand accounts of what it is like to work at Oracle and learn more about Oracle and our product offerings.

To prepare for your employment with Oracle, we've included a New Employee Offer Packet containing the documents you will need to click accept and/or sign and return to Oracle before you begin – along with instructions for doing so. We've also included information that will help you in your first few days on the job. Please contact your hiring manager to ask questions and decide on your start date.

You have chosen an exciting time to join us. Again, congratulations and welcome to Oracle - we look forward to your arrival.

Joyce Westerdahl
Executive Vice President of Human Resources, Oracle

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Integrated Cloud
Applications & Platform Services

Oracle India Private Limited
India Development Center
Oracle Technology Park
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Bangalore - 560 029, India
Phone +91 80 4107 6000
Fax +91 80 2552 6124

Registered office address:
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Salcon Rasvilas Plot no. D-1,
District Centre, Saket,
New Delhi – 110 017
Phone: 91-11- 46509000
Fax: 91-11-40574722
CIN: U74899DL1993PTC051764

May 21, 2021

Nandita Hans

Dear Nandita,

We are pleased to offer you employment in the position of **Member Technical Staff** with **Oracle India Private Limited, IDC ("Oracle")** Your base of operation is **Bangalore**, **India**. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **11,00,000.00** 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.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a.
A. Basic salary	4,60,189.00
B. Flexible Benefit Plan (FBP) **	5,62,453.00
C. Annual Gross Pay AGP (A+B)	10,22,642.00
D. Company's contribution to PF	55,223.00
E. Company's contribution to Gratuity	22,135.00
Total Gross (C+D+E)	**11,00,000.00**

** - Details of Flexible Benefit Plan is provided in the Annexure "Employment Agreement & Employment Benefits"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 214357.81** 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).

ORACLE

Oracle India Private Limited
India Development Center
Oracle Technology Park
3, Bannerghatta Road
Bangalore - 560 029, India
Phone +91 80 4107 6000
Fax +91 80 2552 6124

Registered office address:
F-01/02, First Floor,
Salcon Rasvilas Plot no. D-1,
District Centre, Saket,
New Delhi – 110 017
Phone: 91-11- 46509000
Fax: 91-11-40574722
CIN: U74899DL1993PTC051764

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and 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.

If you have any questions regarding the conditions of your offer, please feel free to contact your manager, **Rajesh Dronamraju** at **919849275909**.

The letter of offer is valid for one (1) week from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Rajesh Dronamraju (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within one (1) week from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,

For and on behalf of **Oracle India Private Limited, IDC**

Srihari Beldona
Vice President - Human Resources, India

OFFER LETTER ACCEPTANCE:

I, **Nandita Hans** agree with all the above terms and conditions of employment with Oracle. I shall commence employment with effect from _____.

Signature: _____ Date: _____

4th August, 2021

Ms Isha Goyal
Bangalore

Dear **Isha,**

Sub: Offer letter for the position of Software Engineer

Kindly refer to your application for employment at One97 and our subsequent discussions. We would be happy to offer you the position of **Software Engineer** in **Grade- MG01 A** in our company on the following terms and conditions:

1. A detailed brief on KRAs and scope of work will be given to you on joining.
   Your total Gross CTC is **Rs. 5,00,000/-** per annum.
2. You will be entitled for Onetime Retention Bonus of **Rs. 1,00,000/-** (i.e. **Rs. 1 Lac**) after completion of 12 months. This amount will be recoverable if you leave the employment before 18 months of taking up the appointment
3. This is the total cost to company and all necessary taxes will be deducted at source as per statutory requirements. If you are covered under the Provident Fund Scheme, then the employer contribution to the provident fund shall be met out of the above said salary.
4. You will be governed by the company's Personnel Policy, Rules of Conduct, Non-Disclosure Agreement and all other company policies as applicable to you from time to time.
5. You will be expected to join duty on **Thursday, 8/5/2021**, the Business hours begins from 9.30 A.M. onwards.
6. This offer is subject to your background check which company may do pre or post employment and in case of any negativity company may take any necessary disciplinary action which may lead to termination.
7. You shall be on probation for a period of six (6) months.
8. A detailed appointment letter will be issued to you on your joining.
9. Please confirm your acceptance by email to this email address within the next two working days, failing which this offer will automatically stand withdrawn.
10. Within three days of accepting our offer please send us the copy of your resignation letter accepted by your current organization.
11. You are requested to carry the following documents in original at the time of joining for verification and a copy of the same for submission.

    a) Last company appointment letter
    b) Last company relieving letter
    c) Second last company relieving letter
    d) Graduation- degree or mark sheets
    e) Post-Graduation – degree or mark sheets
    f) Certifications if any
    g) PAN Card
    h) DL/Passport/Aadhar Card
    i) Bank Account Proof (Original Cancelled Cheque)
    j) 5 passport size photographs

You agree that if you voluntarily leave the employment of the company within 18 months of taking up the appointment or terminated for any cause, any expenses incurred by the company on your hiring such as relocation, joining bonus, any notice pay buyout etc. would be repaid by you or deducted from your final salary.

Your appointment at One97 will be subject to submission of mandatory documents and its successful verification. In case of delay in submission of few documents it will impact your joining clearance and further impact payroll processing.

We look forward to welcoming you aboard the One97 team.

Best regards,
Nitinesh Sharma
Human Resources
One97 Communications Ltd.

Prepbytes Technologies Private Limited
CIN: U80903HR2019PTC078628
Regd. Office: 10th Floor, M3M cosmopolitan, Golf course extension, Sector 66, Gurugram, 122101, Haryana
Email: contact@prepbytes.com

Date: 26th October, 2021

To,

Ria Pathak
riapathak53@gmail.com

OFFER LETTER FOR APPOINTMENT AS WORDPRESS DEVELOPER – IN PREPBYTES TECHNOLOGIES PRIVATE LIMITED

Dear Ria,

With reference to our mutual discussions held, we offer you an appointment as **WordPress Developer** in PrepBytes Technologies Private Limited (hereinafter referred to as "the company"). This offer is subject to the following terms and conditions:

1. Your annual gross salary along with the break-up of salary and benefits is attached herewith in **Annexure - A**.

2. Your employment with us shall be governed by the specific terms and conditions referred in **Annexure-B** and any amendments made thereto, or any other terms and conditions as may be communicated to you during your employment with us.

3. This offer is contingent upon your providing us the true and self-attested copies of the documents contained in Annexure**–C.**

4. You shall be required to execute and be bound by the Confidentiality and Non-Disclosure Agreement as in **Annexure-D** and the Employee Business Code of Conduct.

5. Leave Policy is mentioned in **Annexure – E**

6. On the date of joining, please sign the duplicate copy of this offer on all sheets with date and return the same to the human resource department as your acceptance of the offer. The date of joining and the date of acceptance of offer shall be the same. In case of further clarifications, please communicate with our HR Department.

7. Without prejudice, please note that the company reserves the right to withdraw this offer made to you, before receipt of your acceptance of the same, without providing any reasons to you.

Prepbytes Technologies Private Limited
CIN: U80903HR2019PTC078628
Regd. Office: 10th Floor, M3M cosmopolitan, Golf course extension, Sector 66, Gurugram, 122101, Haryana
Email: contact@prepbytes.com

We welcome you to PrepBytes Technologies Private Limited and look forward to a long and mutually beneficial association.

For **PrepBytes Technologies Private Limited.**

Authorized Signatory

Mamta Kumari

CEO

Encl: Annexure – A (Salary Structure)

Annexure – B (Terms & Conditions of Employment)

Annexure – C (Check list of documents)

Annexure – D (Non-Compete and Non-Disclosure Agreement)

Prepbytes Technologies Private Limited
CIN: U80903HR2019PTC078628
Regd. Office: 10th Floor, M3M cosmopolitan, Golf course extension, Sector 66, Gurugram, 122101, Haryana
Email: contact@prepbytes.com

ANNEXURE – A

Particular	**Monthly**	**Yearly**
Basic	16,750	2,01,000
HRA	8,375	1,00,500
LTA		
Conveyance Allowance	5,000	60,000
Medical Allowance	2,000	24,000
Other Allowance	1,375	16,500
Annual Performance Bonus		50,000
CTC	33,500	402000
Total CTC		4,52,000
Take Home	**33,500**	**4,02,000**

For **PrepBytes Technologies Private Limited.**

Authorized Signatory

Mamta Kumari

CEO, PREPBYTES

Prepbytes Technologies Private Limited
CIN: U80903HR2019PTC078628
Regd. Office: 10th Floor, M3M cosmopolitan, Golf course extension, Sector 66, Gurugram, 122101, Haryana
Email: contact@prepbytes.com

ANNEXURE – B

TERMS AND CONDITIONS OF EMPLOYMENT

1. This is contract of service and during the term of your employment with **PrepBytes Technologies Private Limited.**, you agree to conform, comply and be bound by the PrepBytes Technologies' corporate policies, code of conduct, directives, these terms and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

2. As an employee of PrepBytes Technologies, you shall -

   a. Act with professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationships with others;

   b. Communicate internally and externally in a forthright and accurate manner without misrepresenting or providing false information when promoting PrepBytes Technologies' business, its products and services;

   c. Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favours for the conduct of PrepBytes Technologies' business;

   d. Prepare and maintain accounts and financial details fairly and accurately in accordance with the accounting and financial reporting standards which represent the generally accepted guidelines, principles, standards, laws and regulations of the country;

   e. Not engage, directly or indirectly, in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of PrepBytes Technologies and its goodwill.

   f. Not misuse or misappropriate PrepBytes Technologies' assets and resources, and employ it only for the purpose of conducting PrepBytes Technologies' business for which you are duly authorized in writing. It should be understood that the company is a data sensitive company and use of PrepBytes Technologies' assets and resources, including data for personal financial gain is strictly prohibited and would amount to criminal breach of trust. These include tangible assets such as equipment, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships customers and suppliers, and all sorts of information/data.

Any willful act or omission in violation of the above shall be regarded as a violation of the Terms and Conditions of Employment, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant laws and/or company policies and procedures.

3. Before your appointment and during the term of your employment with PrepBytes Technologies, you voluntarily agree for the Company to conduct a reference and/or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with PrepBytes Technologies currently or in the future or may be in conflict with the terms of your employment with PrepBytes Technologies, either directly or indirectly. If at any time during your employment, PrepBytes Technologies becomes aware that you have suppressed any material facts or relevant information required to be disclosed by you, PrepBytes Technologies reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by PrepBytes Technologies.

4. PrepBytes Technologies may, at its sole discretion, transfer/place you to any other office of PrepBytes Technologies in India or overseas or to any of its affiliates or group companies so long as the benefit of your employment accrues to PrepBytes Technologies. You will also be expected to make visits and travel both within India and overseas, as may be necessary and if required, for the proper discharge of your duties in the Company.

5. You will be on 2 months' probation period from the date of your joining. This period may further be extended, depending upon your performance and at the discretion of the management.

   During / on completion of your probation period, if the management judges your performance as

   (a) Satisfactory, your services will be confirmed through a written letter.

   (b) Unsatisfactory, your services will be terminated without any notice and assigning any reason thereof.

   The Chief Executive Officer, however, reserves the right to relieve you at any point of time during the probation period, at its sole discretion, without any notice or payment in lieu thereof.

6. You agree that during your employment and upon termination of your employment or your resignation from the Company, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of PrepBytes Technologies to join or enter into any transactions with either you directly or indirectly, or with other third parties which are in direct or indirect competition with PrepBytes Technologies. You further agree and confirm that you will not take employment or have any business interest with any person or entity who is or was associated with PrepBytes Technologies Private Limited or its group Companies in any manner, or who is engaged in direct or indirect competition with PrepBytes Technologies, for a period of 2 years after the termination of your

employment with PrepBytes Technologies. It is understood here that your remuneration has been decided upon after incorporating due compensation and consideration for your obligations under the Non-Compete and Non-Disclosure Agreement annexed as Annexure D.

7. During the term of your employment, should you desire to leave the services of PrepBytes Technologies, you shall give at least 2 months' notice in writing or 1 months' salary in lieu thereof.

   PrepBytes Technologies shall be entitled to terminate your employment at any time by giving you **7** (seven**)** days**'** notice.

   Notwithstanding anything to the contrary contained herein above and/or any other arrangement/agreement entered into between you and PrepBytes Technologies, you bound yourself to serve PrepBytes Technologies for a continuous period of not less than 6 months effective the day of your joining the services of PrepBytes Technologies.

8. Notwithstanding anything mentioned in these Terms and Conditions, PrepBytes Technologies may terminate your employment with immediate effect by a notice in writing with no liability to pay salary in lieu of notice, in the event of your fraudulent or dishonest or undisciplined conduct, illegal act, or upon you conducting yourself in a manner which is regarded by PrepBytes Technologies as prejudicial to its own interests, and/or to the interests of its clients, and/or any other circumstance considered by PrepBytes Technologies in its sole discretion as gross misconduct or gross negligence.

9. Subject to paragraph 7 above, and notwithstanding anything else contained to the contrary in these Terms and Conditions, your resignation and/or termination shall be subject to satisfactory completion of all your existing duties, ongoing assignments and obligations and formal detailed hand over of the same in writing to another official of PrepBytes Technologies.

10. You acknowledge and agree that any work that you may be conducting either on the premises of PrepBytes Technologies or otherwise including but not limited to any designs, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of PrepBytes Technologies and relates to PrepBytes Technologies' business, research and development (current and anticipated) which shall be the sole property of PrepBytes Technologies. PrepBytes Technologies shall be the owner and the author of all such work. You shall irrevocably transfer and assign all such ownership rights to PrepBytes Technologies. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

11. You shall execute the Non-Compete and Non-Disclosure Agreement annexed as Annexure D, under which you will have an obligation to keep PrepBytes Technologies' proprietary information confidential during your employment with the Company and thereafter also.

12. You agree that besides other recourses available to PrepBytes Technologies, it shall also have a right to conduct an internal enquiry/proceeding for disciplinary action by itself or through a third party against any act or omission committed by you during or after your employment with PrepBytes Technologies and that you shall be bound by the result/decision.

13. You acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the courts of law having territorial

jurisdiction in or over Delhi alone shall have jurisdiction with regard to any dispute arising hereunder.

14. You agree that PrepBytes Technologies reserves the right to add, delete, substitute or in any manner amend/modify any or all of the above terms and conditions and that you will accept all such amendments and modifications.

I have read and fully understood all the aforesaid Terms and Conditions mentioned herein above. I hereby unconditionally accept and agree to abide by all the above Terms and Conditions.

_____

Name: Ria Pathak

Date: 26th October 2021

ANNEXURE - C

CHECK LIST OF DOCUMENTS

At the time of joining, you are requested to submit the copies of the following documents:

1. Self-attested *curriculum vitae*.
2. Self-attested true copies of certificates supporting your educational and professional qualifications along with self-attested true copies of marks sheets (10+12+ Graduation + Post Graduation + Course Certifications)
3. Latest salary slip and salary certificate from your present employer clearly mentioning your taxable salary components with details, total non-taxable salary with details, and tax deducted.
4. Relieving letter from your present employer.
5. Experience Letter from your present employer.
6. Three (3) Passport Size colour photographs of a recent date.
7. Photo Copy of PAN card AND ADHAAR CARD
8. Valid passport and/or ID card issued by Election Commission of India.
9. Form 16 issued, by the previous employer under section 203 of Income Tax Act, 1961 under the current financial year. (in case Form 16 is not applicable, details of tax deducted at source by previous employer reflecting taxable income during the current financial year and TDS deducted)
10. Tax Declaration Form

ANNEXURE - D

NON-COMPETE AND NON-DISCLOSURE AGREEMENT

This Non-Compete and Non-Disclosure Agreement is entered on 21th October, 2021 between **Ria Pathak, aged about 22 years, D/O RK Pathak permanently residing at D/O RK Pathak, B.S.N.L. Tower wali gali, 37 A/30 A/8, Madhu Nagat Agra Cantt, Agra Uttar Pradesh, 282001.** and **PrepBytes Technologies Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office situated at

10th Floor, M3M cosmopolitan, Sector 66, Gurugram, 122101, Haryana, IN hereinafter referred to as "**PREPBYTES TECHNOLOGIES**" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the ONE PART;

Whereas:

1. PrepBytes Technologies has offered, and Employee has accepted, employment in PrepBytes Technologies. This non-compete and non-disclosure agreement is to be read in harmony with the offer letter for appointment as **WordPress Developer** in PrepBytes Technologies and the other annexures to the offer letter.

2. Pursuant to his obligations, the Employee would have access to, be furnished with and develop information for and on behalf of PrepBytes Technologies either solely or jointly with other employees or consultants of PrepBytes Technologies wherein all such information would be proprietary in nature and confidential to PrepBytes Technologies.

3. PrepBytes Technologies is a data intensive and data sensitive company. Its business includes working upon the personal information shared with it by its clients to provide them customized service. All this information constitutes confidential information, as defined later in this document. The custody and safe keeping of these data and information is the most important aspect of the services provided by PrepBytes Technologies. Therefore, the damage to PrepBytes Technologies and its clients shall be irreparable in the event of any unauthorized disclosure of these Confidential Information by the Employee and it is understood as necessary to enter into this agreement of confidentiality, non-disclosure and non-compete to ensure that the confidentiality of all information accessed, furnished to the Employee or developed by the Employee during the course of his/her employment is maintained confidential during his/her term of employment and thereafter.

4. The Employee acknowledges and realizes that the confidential information is vital to the interests of PrepBytes Technologies, and will be shared by it to him/her only for the roles and responsibilities assigned to the Employee. Therefore, the Employee understands the importance of maintaining the confidentiality of the aforesaid information and agrees to PrepBytes Technologies' directions in this regard. The Employee further understands and acknowledges that new conditions to ensure non-competition and non-disclosure of confidential information may be

added from time to time at the discretion of PrepBytes Technologies, in addition to those contained in this agreement. The Employee acknowledges that he/she shall be mandatorily bound by the said new non-competition and non-disclosure conditions, howsoever named or described. The Employee agrees not to enter into or start a similar profession or trade in competition with PrepBytes Technologies for 2 years post the termination or resignation with PrepBytes Technologies.

HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

1.1 "Authorized Use" shall mean the purposes for which the Employee is employed by PrepBytes Technologies and for which the Employee has access or is furnished or develops or is required to develop Confidential Information.

1.2 "Confidential Information" or "Information" shall mean all information including but not limited to commercial, technical, financial and artistic information relating to PrepBytes Technologies' establishment; business, operations; maintenance, marketing and promoting of services and products; products; experimental work, research and development; customers, clients and vendors; financial information; marketing plans, business plans, project plans; sales; costs; tariffs; schemes; organization; customer lists; price calculation models; technology; computer software; data; methods; documentation; designs; materials; general trade secrets; intellectual property rights; as well as any other information whether or not labelled "Confidential" by PrepBytes Technologies, or accessible to, or provided to the Employee, or developed by the Employee solely or jointly with others pursuant to the performance of the Employee's obligations during the course of his/her employment in PrepBytes Technologies, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. The absence of any marking or statement that information is "Confidential Information" shall not affect its status as "Confidential Information".

1.3 "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by PrepBytes Technologies generally or by the Employee specifically (whether solely or jointly with others pursuant to the performance of the Employee's obligations during the course of his/her employment in PrepBytes Technologies) or furnished by PrepBytes Technologies to the Employee from time to time or obtained by PrepBytes Technologies from any vendor, service provider, or any other party.

1.4 "Documentation" shall include but not be limited to user manuals, training materials, help text, sample documents, tutorials, and other materials whether written or graphic or otherwise, of PrepBytes Technologies that describe any part or whole of the business operations of PrepBytes Technologies and/or its clients and/or the specific projects required to be performed by the Employee or others, generally or specifically.

1.5 "Intellectual Property" shall mean any intellectual property of PrepBytes Technologies including but not limited to patents including patent applications and patents arising from such applications, trademarks, copyrights, registered designs, rights of license, assignment, use, moral rights, right of confidence in know how or technical or commercial information generally and any other such rights or interests in intellectual property, developed by PrepBytes Technologies generally or the Employee specifically, whether or not protected under any law in force.

1.6 "Materials" shall include but not be limited to all memoranda, notes, records, drawings, manuals, disks or other documents and media, including all copies, extracts, and summaries thereof made or conceived by PrepBytes Technologies generally or by the Employee specifically or furnished by PrepBytes Technologies to the Employee from time to time.

1.7 "Undertaking" shall mean this Undertaking for Confidentiality and Non – Disclosure executed by the Employee including any amendments and revisions as may be affected thereto from time to time.

2. Obligations of Confidentiality

The Employee agrees and undertakes not to unauthorized use or disclose any Confidential Information in any manner whatsoever, without the express written consent of PrepBytes Technologies, for any reason whatsoever or at any time during and subsequent to the term of his/her employment with PrepBytes Technologies.

Further, in consideration of being entrusted access to Confidential Information, the Employee acknowledges, agrees and undertakes:

(a) That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and the obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information otherwise in or for any other matter/manner whatsoever.

(b) That he/she shall not disclose Confidential Information except:

(i) To other employees of PrepBytes Technologies on a need to know basis as authorized by the Chief Executive Officer;

(ii) To his/her superiors at PrepBytes Technologies on a need to know basis as authorized by the Chief Executive Officer;

(iii) To anyone else authorized by the Chief Executive Officer of PrepBytes Technologies as receiver of such information;

The Employee specifically acknowledges that, in addition to others as applicable, the undertakings under (a) and (b) above will survive the termination of his/her employment or his/her resignation or his/her assignment with PrepBytes Technologies in accordance with clause 7 of this Undertaking.

(c) That he/she will not, directly or indirectly, make use of Confidential Information other than in the course of his/her duties and work for PrepBytes Technologies;

(d) That he/she will comply with all applicable PrepBytes Technologies' corporate policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from

PrepBytes Technologies' premises or may be communicated or disclosed only to authorized internal or external group of individuals;

(e) That the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for PrepBytes Technologies or as permitted by PrepBytes Technologies;

(f) That upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her superior(s) within PrepBytes Technologies and will fully cooperate with PrepBytes Technologies to protect such information.

3. Proprietary Protection

3.1 PrepBytes Technologies shall have sole and exclusive right and ownership of all rights, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks, designs, trade secrets and other Intellectual Property pertaining thereto.

3.2 PrepBytes Technologies claims all rights and benefits afforded under Indian and international copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code

version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without PrepBytes Technologies' written consent.

3.3 The Employee hereby expressly agrees and undertakes that the furnishing of Confidential Information and Intellectual Property to, and/or the possession of and utilization of such Confidential Information and Intellectual Property by, the Employee shall not in any manner be deemed to grant the Employee any rights of ownership, license or assignment in the Confidential Information and Intellectual Property.

4. Access to computer resources

The Employee expressly agrees that to perform his/her duties and work for PrepBytes Technologies, the Employee shall be granted access to computer resources of PrepBytes Technologies. In consideration of being entrusted with such access, the Employee acknowledges, agrees and undertakes:

(a) That he/she will not intentionally access any information, data or computer resources other than the information that he/she has been specifically authorized to access by PrepBytes Technologies;

(b) That he/she will keep the passwords, PIN codes, etc. associated with his/her corporate identity strictly confidential;

(c) That he/she, when logging on to any computer system of PrepBytes Technologies, will use only the corporate identity assigned to him/her by PrepBytes Technologies and his/her password;

(d) That he/she will not allow any other person access, either directly or indirectly, to

PrepBytes Technologies' computer resources by the use of his/her corporate identity and password or through any other methods;

(e) That he/she will have the ultimate responsibility and liability for the use of the corporate identity assigned to him/her and his/her password and the usage of his/her computer system, peripherals and accessories provided by PrepBytes Technologies;

(f) That he/she will log off the computer systems of PrepBytes Technologies or activate the screen saver configured with password immediately upon completion of each work session; and

(g) That he/she will comply with PrepBytes Technologies' corporate policies and directives and other instructions regarding his/her access to and use of PrepBytes Technologies' computer resources.

5. Remedy for Breach

In the event of breach of the obligations of this Undertaking by the Employee, the Employee shall promptly and unconditionally be liable to indemnify PrepBytes Technologies for the costs, damages, expenses and prejudice caused to PrepBytes Technologies, as quantified by PrepBytes Technologies. This liability of the Employee shall not in any manner affect the rights of PrepBytes Technologies from claiming costs and damages from the Employee and other available remedies under any law.

Further, the Employee acknowledges that, in the event of any breach of this Undertaking, PrepBytes Technologies will not have an adequate remedy in money or damages. PrepBytes Technologies, therefore, shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. PrepBytes

Technologies' right to obtain such relief shall not limit its right to obtain other remedies.

6. Term

This Undertaking will be co-existent and co-terminus with the Employee's employment with PrepBytes Technologies. In the event of termination of employment because of any reason whatsoever, the Employee shall promptly return to PrepBytes Technologies and/or its authorized representative, all Confidential Information and Intellectual Property and discontinue all further use of the Confidential Information and Intellectual Property including but not limited to all property, materials, files, data, records, documents including copies and extracts, equipments, hardware, software, keys, cards, cheques and cash funds of PrepBytes Technologies, *etc* in his/her possession and/or control. Upon PrepBytes Technologies' request, the Employee shall promptly certify in writing that such action has been taken.

7. Consequences of Termination

The termination of Employee's employment with PrepBytes Technologies and this Undertaking shall not affect the obligations of the Employee under this Undertaking which shall by their nature survive the termination of employment for any reason whatsoever.

8. General

The interpretation and enforcement of this Undertaking shall be governed by the laws of India and the courts of Delhi shall have exclusive jurisdiction. All disputes shall be amicably settled

between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by PrepBytes Technologies. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Delhi and the proceedings shall be in English. This Undertaking shall not be assigned by the Employee under any circumstances whatsoever.

IN WITNESS WHEREOF the Employee herein has executed this Undertaking on the date first hereinabove mentioned.

ria pathak

Employee signature:

Employee name: Ria Pathak

Address: D/O RK Pathak, B.S.N.L. Tower wali gali, 37 A/30 A/8, Madhu Nagat Agra Cantt, Agra Uttar Pradesh, 282001.

Prepbytes Technologies Private Limited
CIN: U80903HR2019PTC078628
Regd. Office: 10th Floor, M3M cosmopolitan, Golf course extension, Sector 66, Gurugram, 122101, Haryana
Email: contact@prepbytes.com

ANNEXURE – E (Leave Policy)

You will get 1 (one) Privileged leave(s) (PL),1 (one) Sick leave(s) (SL) per month. Leaves have taken, other than PL, SL will be marked as Loss of Pay (LOP) & the salary will be deducted accordingly.

- You can avail Sick leave after a month of your joining
- You can avail Privileged leave after your Probation period.
- All your earned privilege leaves be allotted to you post probation period
- Leaves not approved by your manager will mark as LOP
- In case any weekend falls in the span of your unapproved leaves it will be considered as LOP. For eg: if you take continuous unapproved leaves from Friday to Monday, it will count as 4 LOPs
- If leaves of Monday and Friday are approved, they will be counted as 2 paid leaves.
- You cannot take any leave during your notice period; your SL stands 0. 1 leave would lead to a deduction of 2 days of LOP.
- If you are employed and pregnant, you are entitled to 26 weeks of maternity leave. This is made up of 13 weeks of ordinary maternity leave and 13 weeks of additional maternity leave.

Holiday List for 2021

DATE	HOLIDAY
Jan 01, 2021	**New Year's Day**
Jan 26, 2021	**Republic Day**
Mar 29, 2021	**Holi**
May 14, 2021	**Eid-ul-Fitar**
Aug 15, 2021	**Independence Day**
Oct 02, 2021	**Mahatma Gandhi Jayanti**
Oct 15, 2021	**Dussehra / Dasara**
Nov 4, 2021	**Diwali / Deepavali**
Dec 25, 2021	**Christmas**

IN WITNESS WHEREOF the Employee herein has executed this Undertaking on the date first herein above mentioned.

Employee signature:

Employee name: Ria Pathak

Address: D/O RK Pathak, B.S.N.L. Tower wali gali, 37 A/30 A/8, Madhu Nagat Agra Cantt, Agra Uttar Pradesh, 282001.

PRIMATHON TECHNOLOGY VENTURES PVT. LTD.

HO - Plot 359, Chakkarpur, Sector 28, Gurugram, Haryana 122001
EMAIL: hello@primathon.in, TEL: +91-9899637620, **WEB:** WWW.PRIMATHON.IN
CIN: U72900HR2018PTC072984

Date: May 24, 2021

To,

Ishi
Gupta
Gurgaon
Subject: Letter of Employment

Dear Ishi,

We are very pleased to offer you employment with us as **Software Development Engineer I**, with effect from **5 July, 2021**.

You will be subject to the detailed terms that are mentioned in this letter of employment. You will also be governed by the policies, rules and regulations of the Company, as may be amended and modified from time to time.

Accordingly, please sign and return a copy of this letter of appointment together with the attached Annexure "A" which is the assignment of Trademarks and IPRs to the Company, declare your interests in Annexure "B" and sign off the non-disclosure undertaking which is enclosed as Annexure "C". Please initial each page of this letter.

We thank you in advance for your attention and cooperation in completing and returning these documents, as soon as possible. Upon your signature and return to us, this letter of employment will be treated as an employment agreement between you and us, and the terms and conditions of this letter of employment shall govern your employment with us.

It is a pleasure to welcome you as a member of our company. We are confident that your employment with us will prove mutually beneficial and rewarding, and we look forward to having you join us.

The following terms will govern your employment agreement with us:

1. COMMENCEMENT DATE

Your appointment as Company's full-time employee shall be effective from the date of your joining which shall be on or before **5 July, 2021**. It may be noted that if you do not report for work on or before the date specified above, it shall be deemed that you are not interested in joining the Company and this letter of Employment shall stand automatically withdrawn with effect from one week of the said date.

2. REMUNERATION

Your total gross salary will be as per Annexure “D”.

3. PROBATION

You will be on probation for a period of 3 months from this date of joining. On completion of probation period, your services will be deemed confirmed unless after an evaluation of your performance, you receive a communication from the Company in writing extending your probation period or terminating your services.

4. RETIREMENT AGE

You will be retired from the services of the Company on the last day of the calendar month in which you attain the age of Fifty Eight years, unless the Company at its sole discretion permits you to continue your services.

5. TAXATION

It is your responsibility to meet all requirements under the Indian tax laws, including tax compliance and filing of tax returns. The Company will withhold income tax, profession tax and other statutory deductions as per the applicable laws. Any penalties and or interest due to tax, which is caused by your failure to provide the Company with relevant information or failure to file a tax return, will be your responsibility.

6. LOCATION OF EMPLOYMENT AND TRANSFER

During the period of employment with the Company, the Company may at any time, in its sole discretion, transfer you to any other department of the Company or to any other subsidiary or affiliate of Primathon Technology Ventures Pvt. Ltd. or to any other location of Primathon Technology Ventures Pvt. Ltd.. In such an event, the terms and conditions governing your service shall be those applicable at the location of the transfer or those as applicable to employees of such subsidiary or affiliate as the case may be. Your refusal to transfer may be regarded as a breach of your contract of employment and would lead to summary dismissal.

7. BOND

The employee has to serve 2 years at Primathon Technology Ventures Pvt. Ltd. before termination. If the employee wants to quit before 2 years, the employee is entitled to pay 2 months equivalent of the salary to the company.

8. NOTICE PERIOD

This agreement may be terminated by Primathon Technology Ventures Pvt. Ltd. giving the employee 30 days written notice. The company has a notice period of 30 days for the employees. Furthermore, the Company at their 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 the notice period. However, if you fail to provide the required notice, as stated. Herein or fail to work through the said notice period and/or co-operate in satisfactory handover of your work, you shall not be entitled for pay equivalent to notice period. These provisions shall not prevent the summary termination of employment based on management policy and procedure.

If the employee fails to complete the notice period, they are entitled to pay 2 months of their equivalent salary to the company as a penalty.

9. TERMINATION

In case of any misconduct including unsatisfactory or poor performance or any breach of the terms stipulated herein, the management reserves the right to terminate your services without any notice or notice pay or any further obligations. Management's decision on this would be final and you shall be bound to abide by the same. This offer is subject to satisfactory investigation of your credentials and if it is found at any time that you have made any false statements or suppressed any material information, it shall lead to termination of your services by the Company without any notice or compensation or any further obligations.

10. PROCEDURE ON TERMINATION

Upon leaving the service of the Company, you will return all property of the Company/group companies or of any of its affiliates, including but not limited to all documents (and copies) created or acquired during the course of your employment. Your full and final settlement shall be subject to you returning the Company's group companies' and/or its affiliate's properties lying with you, if any.

11. CONFIDENTIALITY

You are required to conform to the Company's policy regarding disclosure of information and industrial property and consequently, when accepting this offer of appointment, you are requested to sign Annexure "A" attached hereto, which constitutes part of your contract of employment.

12. HEALTH AND SAFETY ISSUES

The Company intends to provide a pleasant and healthy work environment. As employees of the Company, you will be expected to ensure that safety precautions are taken. Smoking is not allowed on the Company's work premises. The use of illegal drugs is forbidden.

13. OTHER EMPLOYMENT AND ASSIGNMENT

You will not take up any employment or assignment with, or remuneration or honorarium from any other organization, body or person without the consent of the Company in writing during the tenure of your employment with the Company. It is also to be stated that you will not take up any employment or assignment with, or remuneration or honorarium from any other organization, body or person in direct competition with the Company up till 1 year from the date of your exit from the Company in the event of termination of employment. You are required to make a full disclosure of any dealing you propose to enter directly or through any of your relatives or family members with any of the Company's agent, dealers, vendors, suppliers, subcontractors or the like by whatever name called.

This Letter of Employment is personal to you and you shall not assign any rights and obligations to any third party in any manner whatsoever. The failure/silence of the Company at any time to insist on performance of any obligation under this Letter shall not be treated as a waiver of its rights.

14. POLICIES & PROCEDURES

While in the service of the Company, you will be governed by the Company's Policies and Processes currently in existence, and those, which may be introduced from time to time hereafter to address changing circumstances and to all common law and statutory provisions, which may be applicable. All policies and procedures of the Company including any modifications thereof shall be deemed to be read, understood and accepted by you. Any act in violation of the policies and procedures of the Company will be deemed to be a breach of the employment contract.

15. LAWS OF THE COUNTRY

This letter of employment is governed by and shall be construed and interpreted in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts of Gurgaon.

16. ROLE

The executive shall perform tasks that may include but not limited to Software Engineer in the company.

17. YOUR UNDERTAKINGS

During the period of your employment with the Company, you shall neither give nor accept any gifts or favors from any source/entity. The Company values honesty of intent and purpose in all the business transactions with its employees, customers, suppliers, vendors, government agencies, public bodies, media and associates. Equity and fairness shall be the benchmark of Company's dealings with them. Any violation to the prescribed code of conduct of the Company will be viewed very seriously and will be considered a breach of contract.

The Company prides itself as a Company with highest order of ethical conduct in dealing with customers, dealers, vendors, suppliers, subcontractors, staff or the like by whatever name is called. As part of your association with the Company, it is important that you fully understand this philosophy and the policies governing it. You shall maintain utmost discipline and good conduct in your dealing with your colleagues, customers etc., The Company values every employee as an individual and an asset of the Company and will not tolerate any objectionable behavior including however not limiting to verbal abuse, sexual harassment, gender discrimination, misuse of Company's property, theft, cheating or any such act of any individual or body of individuals.

You shall, at all times while at the Company's premises undertake to:

I. Act diligently, ethically, soberly and honestly;

II. Shall not consume or be under the influence of alcohol or use any drugs, unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;

III. Comply with all occupational health or safety policies of the Company including

(but not limited to) those relating to a smoke free environment;

IV. Comply with all procedures, rules, regulations, code of conduct, and lawful directions of the Company in respect of use of its premises, equipment, business ethics or methodology or contact with the staff or customers;

V. To devote your focused attention, knowledge and skill exclusively to pursue the business and interests of the Company;

VI. Shall not engage or involve in any business apart from the provision of the Services whilst on the
Company's premises or otherwise performing the Services;

VII. Not to commit any criminal offence and not otherwise breach any law or regulation which could adversely affect the interests of the Company or the provisions of the Services;

VIII. Not to sexually harass any person;

IX. Unlawfully engage in discriminatory behavior;

X. Carry and display at all times, the appropriate company identification;

XI. Not otherwise act in any manner which could disrupt or adversely affect the Company's business reputation, interests or goodwill;

XII. To abide by all the existing and/or future rules, regulations, policies of the Company and all amendment or modification thereto shall be binding on you.

18. PROOF OF QUALIFICATIONS

You are required to present the proof of academic qualifications. If any documentary proof is not genuine or any information supplied by you is incorrect this could result in summary termination of your employment.

19. The Company shall be free to modify the terms of this Letter and notify you of the same and such amendments shall be binding on you.

20. ENTIRE AGREEMENT

This letter contains the entire understanding between yourself and the Company and supersedes any previous agreement and arrangements relating to your employment.

Please signify your acceptance of the conditions by signing in the space provided and returning to us the attached copy of this letter. We welcome you to Primathon Technology Ventures Pvt. Ltd. and wish you a long and happy work association.

Yours sincerely,

Primathon Technology Ventures Pvt.
Ltd. Sagar Patidar
Founder & Director

Acceptance

I, **Ishi Gupta**, have read, understood and hereby confirm the acceptance of the foregoing conditions as well as all the policies and procedures of the Company.

Signed:

Dated: 27-MAY-2021

Place: Gurgaon

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CIN: U72900HR2018PTC072984

ANNEXURE "A"

ASSIGNMENT OF PATENT RIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS TO Primathon Technology
Ventures Pvt. Ltd.

I, **Ishi Gupta**, undertake and agree that I will, free of any consideration, forthwith disclose to Primathon Technology Ventures Pvt. Ltd.. or its affiliates (hereinafter referred to as the "Company") all discoveries, processes and inventions, made or conceived by me (whether alone or in conjunction with others), whilst I am employed by the Company and during the course and scope of my employment, relating to or useful in any business carried on by the Company or by any company or other legal entity to which the Company provides secretarial and/or technical and/or administrative and/or advisory services. I herewith undertake to assign to the Company all my rights and interest in any such inventions and undertake at the request of the Company to do all such acts and sign all such documents as may be necessary for the Company to file patent applications in respect of such inventions in its name.

I agree that the Company may make application at its cost and expense for patents, registered designs and other intellectual property rights, to be obtained in the name of the Company or its nominee(s) in India and in any other country in respect of the said discoveries, processes and inventions. I further agree that I will, free of any consideration, sign all such documents relating to such discoveries, processes and inventions as may be necessary to give effect hereto and further, without charge for my services, I will give the Company or its nominee/s and its patent agents or attorneys all reasonable assistance in preparing applications and drawing claims and, from time to time, upon the request and at the cost and expense of the Company, I will do all things as are required in order to protect the rights of the Company or its nominee(s).

In the event that I should fail to sign any documents as hereinbefore provided and to hand the same to the Company within seven (7) days after being called upon to do so in writing, then I irrevocably nominate, constitute and appoint any director for the time being of the Company as my true and lawful attorney and agent to do so on my behalf, hereby ratifying, allowing and confirming whatsoever such attorney and agent shall do or cause to be done by virtue of these presents.

If the Company does not wish to avail itself of any such discoveries, processes and inventions it will advise me thereof in writing and I will then be at liberty to disclose such discoveries, processes and inventions elsewhere and to take out a patent and other intellectual property protection in respect thereof in my own name and at my own cost and responsibility, and generally to deal therewith as I may see fit.

I shall not do or indulge in any of the following, without the prior written consent of the Company:

(a) Compete: During the employment period and for a period of at least 2 (two) months after the employment period, I shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with my obligations to the Company and/or its affiliates/associates/group companies. This time duration applicable to this requirement can be reduced/waived off with the explicit prior approval of HR Head of the Company

(b) Solicit Business: During the employment period I shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase products / services from any person, firm, corporation, institution or other entity in which I have direct or indirect interests & such person, firm, corporation, institution or other entity is in competition with the business of the Company and/or its affiliates/associates/group companies.

(c) Solicit Personnel: During the employment period and for a period of at least 1 (one) year after the employment period, I shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, vendor, adviser or in any other manner) to terminate or otherwise cease such employment or engagement with the Company and/or its affiliates/associates/group companies or become the employee of or directly or indirectly offer services / products in any form or manner to himself or any person or entity which is a competitor of the Company and/or its affiliates/associates/group companies.

I acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company irreparable injury. Therefore, I agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain me from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against me as provided under laws.

If I at any time found guilty of misconduct or commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business I may be engaged, the Company may at once, without any previous notice, terminate my appointment.

Dispute Resolution:

(a) All disputes & differences arising out of or in connection with any of the matters set out in the Agreement, if not resolved by mutual discussions, shall be resolved by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Arbitration & Conciliation Act, 1996. The Company shall appoint 1 (one) arbitrator and the employee shall appoint 1

(one) arbitrator and thereby both arbitrators so appointed shall appoint a third presiding arbitrator. The language of the arbitration shall be English and the seat of arbitration shall be Gurgaon, India.

(b) The arbitrators shall be entitled to award costs of the arbitration. Subject to the aforesaid, each party to arbitration shall bear its own expenses in relation thereto, including but not limited to such party's attorneys' fees and the expenses and fees of the arbitrator shall be borne equally by the parties to the dispute.

(c) The parties shall have the ability to obtain interim, injunctive or equitable relief as permissible under applicable law.

I acknowledge that the copyright in any works, as referred to in the first paragraph of this document, made by me during the course of carrying out my duties with the Company, irrespective of whether such works were made during office hours or otherwise, or were made at the premises of the Company or otherwise, will vest in the Company. I waive in favor of the Company any so-called moral rights which might otherwise accrue to me in any of such works.

SIGNED

DATE : 27-MAY-2021

ANNEXURE "B"

DECLARATION OF
INTERESTS

I, **Ishi Gupta**, hereby declare that I and members of my family have direct or indirect interests in the under mentioned companies and firms as shown:
NAME OF COMPANY NATURE OF BUSINESS NATURE AND EXTENT OF INTEREST

I undertake not to take part in any transaction or any proposed transaction between Primathon Technology Ventures Pvt. Ltd. and any company or firm in which I or any member of my family has an interest without having declared such interest and having been specifically authorized by my immediate superior to do so.

PRIMATHON TECHNOLOGY VENTURES PVT. LTD.

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CIN: U72900HR2018PTC072984

NAME (Block Capitals) ISHI GUPTA

SIGNED: Ishi Gupta

DATE: 27-MAY-2021

NOTE : Interests of less than 5 per cent of the issued capital of listed companies need not be declared

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ANNEXURE "C"

NON-DISCLOSURE
UNDERTAKING

I, **Ishi Gupta**, by signature hereunder, hereby acknowledge and accept:

1. That during the existence of this contract of employment with Primathon Technology Ventures Pvt. Ltd. (hereinafter referred to as "the Company"), information which is of a confidential and protectable nature ("confidential information") will not be disclosed, in the execution of my duties other than to authorize Company officials.

2. That this confidential information includes, but is not limited to, information and knowledge concerning trade secrets, specifications and data, drawings, photographs, microfilm, memoranda, films and video material, recording tapes, systems, statistics, methods, plans, software and information systems, programmes, intellectual property, licensing arrangements or any other confidential, proprietary or secret commercial, technical, industrial and/or financial information relating to the Company, to my employment with the Company and/or to other companies, enterprises or activities associated with the Company.

3. That I shall not (save insofar as is necessary and appropriate in the ordinary course of my employment) disclose to any person whatsoever, during the existence of this agreement or thereafter, any information of a confidential and protectable nature, without the prior written consent of the Company.

4. That I shall not copy or reproduce, or cause to be copied or reproduced, by any means, any confidential information other than for the purpose of my employment with the Company after being authorized or instructed by the Company to do so.

5. That I shall not disclose any confidential information in any legal proceedings in a court or before any tribunal, or in preparation for such proceedings, unless authorised thereto by the Company or compelled by law to do so.

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6. That I further undertake and agree upon termination of my employment with the Company to hand over to the Company Secretary or other authorised official of the Company all property of the Company in my possession or under my control, including but not limited to any papers, drawings, plans, recording tapes, samples, models, computer discs or similar technology, or other equipment or accessories or items in my possession or under my control, which may contain information of a confidential and protectable nature or which relate to or are in any way connected with the business and affairs of the Company or any of its subsidiary companies, or any company with which it is associated or to which it is affiliated, or which are the property of the company.

7. That I further undertake that after leaving the Company, I shall not directly or indirectly hire anyone from the Company for a period of one year from the date of my leaving.

8. That I further undertake that after leaving the Company, I shall not directly or indirectly approach any client of the company for business for a period of one year from the date of my leaving.

9. That the provisions of each paragraph or sub-paragraph of the agreement are severable from the provisions of the other paragraphs and sub-paragraphs.

10. That any breach of this undertaking during my period of employment with the Company will be considered as a serious offence by the Company which may lead to my immediate dismissal.

11. That any breach of this undertaking during or after the period of my employment with the Company could give rise to legal action being taken against me by the Company.

12. That my obligations of Confidentiality shall survive the termination of Employment

Agreement. SIGNED DATE: 27-MAY-2021

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ANNEXURE "D"

REMUNERATION

Your Annual compensation breakup is mentioned below

Description		Salary Structure
Basic Salary		2,50,000
HRA		1,00,000
Leave Travel Allowance		30,000
Special Allowance		1,20,000
Gross Total		**5,00,000**
Variable Pay		**-**
CTC		**5,00,000**
Monthly Inhand		
Basic Salary		20,833.33
HRA		8,333.33
Leave Travel Allowance		2,500
Special Allowance		10,000
Total		**41,666.67**
Deductions		
PF Deduction		-
TDS		-
Total Deductions		-
Gross Total		**41,666.67**

Deductions:

Kindly note that statutory deductions like Income Tax and Professional Tax shall be made from your monthly salary. You will be required to submit your income tax declaration. Your monthly salary payment will be computed accordingly.

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Terms & Conditions:

- **Variable pay**, if applicable, to be paid on completion of employee's 12 months at the company. Variable pay is linked to performance of the employee throughout the year and can be deducted at the time of payment if the company is not satisfied with the performance however the company has no intention to deduct it for no reason.
- **Joining Bonus**, if applicable, to be paid on the month end of the joining month of the employee. However, the employee is bound to return the full joining bonus amount if they quit before 12 months, apart from any bond penalty applicable, if any.

Private & Confidential

Ref. No: 228252WD

21 July 2021

Ms. Kumkum Choudhary

C/o. Mr. Sanjay Kumar

B-1/14 bank enclave , shastri nagar, ghaziabad UttarPradesh 201001

Dear **Kumkum,**

Sub: Contract of Employment

We are pleased to appoint you at Job Level of **Associate** and Management Level of **Associate** in the **Technology Consulting** Sub Business of the **Advisory** Line of Service of **PricewaterhouseCoopers Services LLP** ("LLP"). It is expected that you would join on **26th July 2021**. This offer of appointment is subject to the terms and conditions attached hereto (Appendix A and Appendix B).

Your place of posting will be Gurgaon 8b.

You shall be on probation for a period of **3** months; the period of probation can be extended or reduced at the discretion of the LLP. Based on your performance, you could be confirmed, terminated or probation extended for a further period. Your services with the LLP will be deemed confirmed at the end of your probation period unless specifically notified by the LLP in writing.

Your Total Base Pay (i.e. annual fixed compensation) will be **Rs. 650000/-** as detailed in **Appendix A**. You will also be eligible for annual variable pay as per the LLP's extant internal Policy as indicated in **Appendix A**. Review of your performance and compensation would be done periodically in line with the LLP's policies.

Appendix B lists out the broad terms and conditions of service governing your employment with the LLP. These are subject to change from time to time. You will be expected to carefully read, and keep yourself abreast of, the policies of the LLP as announced or amended from time to time. These amendments would be binding on you, immediately on its publication.

It is important to note that the LLP has a documented Human Capital Manual or Policy (hereinafter HC Policy). The HC Policy inter-alia contains various important provisions, for e.g. leaves, notice period, independence policy, etc. which are applicable to all staff members. Such provisions of HC Policy shall, by reference, be deemed to be part of your employment contract with the LLP and you shall at all times be bound by the same. Furthermore, all women employees are entitled to benefit under the Maternity Benefit Act, please refer to the Human Capital Manual or Policy as available under the "Policy House" for further details in this regard.

As an employee of the LLP, you are requested to go through the HC Policy and other policies or any amendment therein carefully to fully understand these provisions and its implication on your employment with the LLP.

In the event of any inconsistency between this employment contract and the HC Policy, the provisions of HC Policy shall supersede.

To confirm your acceptance to this agreement, please initial all the pages and put your signature on the declaration at the last page of this agreement and return to us the duplicate copy of the entire agreement duly initialed and signed. Please note that this offer shall remain open for 3 days post-receipt of this employment contract, by which date if you have not given your acceptance in writing it shall automatically be deemed to have been rejected. In the event that you accept this offer, you are required to join your duties with us latest by **26th July 2021** failing which it shall be assumed that you have decided not to join and thus to have rejected this offer.

We look forward to a long and mutually beneficial relationship with you.

Yours faithfully,

For **PricewaterhouseCoopers Services LLP**

Prasanna V

Associate Director - Human Capital

_____ Initial of Employee

pwc

APPENDIX A

21 July2021

Name: **Kumkum Choudhary**

Job Level: **Associate**

Management Level: **Associate**

Sub SBU: **Technology Consulting**

Competency: **31061 | Advisory | Enterprise Apps - SFDC**

Location: **Gurgaon 8b**

COMPENSATION PACKAGE DETAILS		
Elements	**Monthly (Rs)**	**Annual (Rs)**
Basic	**₹ 21,667**	**₹ 260,000**
House Rent Allowance	**₹ 10,833**	**₹ 130,000**
Provident Fund (Employers' Contribution)	**₹ 2,600**	**₹ 31,200**
Total	**₹ 35,100**	**₹ 421,200**
****Reimbursable Flexible Benefits (RFB) & Employers' contribution to National Pension Scheme**		**₹ 228,800**
Total Base Pay (i.e. Annual Fixed Compensation)		**₹ 650,000**
Varible Pay (earning potential @25% for Top Rater)* (The annual variable pay may range from 0% to 25% of the Total base pay and will be based on the Company's extant Policy on this and subject to your performance rating as well as Company's Business performance for that financial year and will be prorated based on the number of days you serve with the Company during the applicable financial year, provided you are not serving your Notice period during the payout cutoff date prescribed by the Company which is 30 June.)		**₹ 162,500**
Potential Total Cash Compensation in the first year		**₹ 812,500**
Gratuity (15 days of basic, after completion of 5 years of service)		**₹ 12,506**
Insurance (Group Medical/Personal Accident/Term Life)		**₹ 19,815**

_____ Initial of Employee

Total Cost to Company in the first year		**₹ 844,821**
**Performance Based - Range : 0% - 25%*		

* If eligible for RFB, the LLP has decided to contribute 10% of your Basic salary as its contribution towards NPS scheme. In case, you feel that the LLP should not contribute / contribute at a lesser rate please update the NPS & RFB form. The lesser contribution to NPS will move towards RFB.

All the above amounts are based on a full year of service and the amount payable to you would be determined pro-rata based on the number of days that you serve with the LLP during the applicable financial year.

ANNUAL VARIABLE PAY

In addition to the above Total Base Pay, you will be eligible for annual Variable Pay.

The annual Variable Pay will be payable as per the Human Capital policy (as amended from time to time). The Annual compensation and Variable Pay / Performance Bonus will be subject to deduction of tax at source, in accordance with Income Tax Act, 1961 and all other central and state legislation applicable to your base location.

Additional benefits extended by the LLP are gratuity as per the Payment of Gratuity Act 1972, Group Personal Accident, Group Life Term and the Group Mediclaim Insurance as per the LLP's policy.

Please note that as an employee of the LLP, you are subject to all the policies and procedures of the LLP including those relating to Independence, Risk Management and Code of Conduct, as amended from time to time. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

_____ Initial of Employee

APPENDIX B

General Terms & Conditions

1. Verification

Your employment in the LLP is subject to satisfactory verification of your certificates, testimonials and personal particulars/ credentials. The LLP reserves the right to get a background check (including criminal history record search, education and employment; and personal details verification) conducted on you, which you explicitly agree to, whether done directly by us or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the LLP or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or compensation.

2. Date of Birth

The date of birth declared by you is **25/07/1999.** You will be bound by such declared date of birth in all service matters with the LLP, including your retirement age. Though at this time the LLP has accepted this as your date of birth on the basis of your statement and the documents you have provided, the LLP may at any time call upon you to furnish additional proof thereof as deemed appropriate.

3. Nationality

You confirm that you are an Indian national and hold an Indian Passport and are thus exempt from any additional work authorisation to work in India.

However, if you are a non- Indian holding a foreign passport, you will be required to demonstrate that you have the necessary authorisations for working in India by submission of relevant documents. It will be your responsibility to ensure that throughout your employment with **PricewaterhouseCoopers Services LLP** your work authorizations are up to date and you shall hold **PricewaterhouseCoopers Services LLP** harmless and indemnified against any act or omission on your part in this regard. In case the work authorisation ends during the course of your employment with **PricewaterhouseCoopers Services LLP** your contract with **PricewaterhouseCoopers Services LLP** will be deemed to be terminated.

4. Working Hours

The working hours of the LLP have been provided in the Human Capital Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties within the required time frame.

_____ Initial of Employee

5. Leave

Your annual leave entitlement will be as provided in the Human Capital Policy of the LLP as amended from time to time. You shall also adhere to the weekly off based on your place of posting as applicable and amended from time to time.

6. Posting & Transfer

Your place of posting shall be as indicated in the first page of this Contract of Employment and you agree to be transferred in such capacity as the LLP may from time to time determine. In such a case, you shall be governed by the specific terms and conditions applicable to your new location.

7. Secondment

Your job may entail you to proceed, from time to time, on assignments at stations outside your place of posting and stations overseas. Based on exigencies of work and at the discretion of the LLP your services may also be transferred to any office of the LLP or seconded to any of its associate LLPs in India or abroad or to any office of the LLP abroad. In such event you will be governed by the transfer and secondment rules framed by the LLP and / or by such associate LLP in this respect. In the event of your transfer and / or secondment you will also be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with all applicable immigration/ visa and foreign exchange rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, copy, possess, use or disclose confidential/ personal/ sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the LLP.

You will not, either during your employment with the LLP or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the LLP's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the Directors of the LLP or their authorized representatives.

On discontinuation of your employment, you will return to the LLP, all papers and documents and all other property pertaining to the LLP or affairs of the LLP or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure/ confidentiality agreements, if so required by the LLP / certain clients of the LLP. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to the LLP, our clients and third parties.

9. Intellectual Property

The nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on unconditional basis. Further, the LLP may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

- Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the LLP with unfettered rights for utilization or disposal of the same; and
- Consenting to the LLP and/ or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10. Independence

Independence is a professional principle and obligation that must be observed by all Staff members providing internal and/or client services.

Independence obligations prohibit, among other things, you, your spouse/ cohabitant and your dependents (collectively referred to as "you", "your") from holding certain positions with or investing in certain audit/ attest clients of the LLP and such clients' affiliates. Similarly, a non-dependent close family member's position with or material investment in an audit/ attest client of the LLP may impair your compliance with the LLP's independence rules.

Your position, job description, office location and client associations determine the applicability of specific provisions of the LLP's independence policy to you. Because it is important that you become familiar and comply with the LLP's independence policy, you agree to review the LLP's policies and materials regarding independence. Before joining the LLP and periodically thereafter, you will be required to confirm your compliance with the LLP's independence policy. In the event that the LLP's independence policy undergoes amendment, you shall be bound by the amended terms.

_____ Initial of Employee

In connection with your independence obligations, the LLP and/ or the Securities and Exchange Commission and / or other statutory body may request, and you agree to provide, relevant financial and tax information including but not limited to up-to-date records of your investment portfolio, bank statements, credit card statements, insurance policies, loan documents. You may also be required to maintain a current record of your financial holdings (but not their value) in a LLP database. If an impairment of the LLP's independence or a conflict of interest exists or is likely to occur, you may be required to dispose of securities or resolve other independence issues on short notice and on terms that are disadvantageous to you. You also may be required to relocate to another LLP office or even to leave the LLP.

11. Staff Members Joining Clients

The Independence Policy also mandates that in the event of an offer of employment from the audit client and/ or clients' affiliates you are currently engaged on, or have been engaged in the recent past, it is mandatory to immediately notify the Engagement Partner of such an offer.

On cessation of employment, you will not accept employment with a US Securities and Exchange Commission (SEC) registrant audit client in the capacity of chief executive officer, controller, chief financial officer, chief accounting officer or in any equivalent position wherein, you have put in more than ten hours of services at any point during the annual reporting period and within the one-year period prior to the commencement of the audit in progress.

12. Risk Management

A clear objective of the LLP is to effectively manage its risks while providing high quality services to our clients. To achieve this, the LLP has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes as in force from time to time when undertaking your work.

13. Confidential and Proprietary Information

Information and materials relating to the LLP, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the LLP. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the LLP's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the LLP takes measures and may initiate any action including but not limited to initiating criminal proceedings to maintain its confidentiality and guard its secrecy. Confidential Information

may be copied, disclosed or used by you during your employment with the LLP only as necessary to carry out LLP business and, where applicable, only as required or authorized under the terms of any agreements between the LLP and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the LLP. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or Host GMC to seek the LLP's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the LLP.

14. Insider information

You are prohibited from using or sharing information, not publicly disclosed, which you obtain during the course of your work for the LLP, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any LLP, not just the LLP's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the LLP must maintain independence.

15. Code of Conduct

The Code of Conduct addresses how employees in the LLP should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct. You are expected to carefully read the Code of Conduct, the full text of which is available at www.pwc.com/codeofconduct and to keep yourself abreast of any amendments thereto as may be made from time to time. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline (toll free: 1800 209 6005 or email: ethics.india@in.pwc.com).

16. Protection of Computer Software/ LLP's Assets

The LLP has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the LLP, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. Where applicable, you shall be provided with a corporate credit card, internet data card, etc. All these shall at all times remain the LLP's property/ assets, and they must be returned to the LLP on termination of employment or whenever requested by the LLP or disposed of in accordance with the policies and directions under which they are issued.

You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the LLP's relevant policies and procedures applicable to usage of the LLP's computer equipment, including the LLP's policies on the appropriate use of email and the internet. You acknowledge and agree that the LLP reserves the right to monitor your usage of the LLP's computer(s) and IT systems/ resources towards ensuring that there is no unauthorized usage thereof.

_____ Initial of Employee

17. Exclusivity

During the continuance of your employment with the LLP, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior written permission of the LLP.

18. Enrolment (wherever applicable)

In case you are a qualified member of a professional Institute like CA/ ICWA/ CS etc, you will be required to enroll yourself as a member of the respective Institute within two months of joining the LLP and notify your membership number in the Institute. However, you are not allowed to hold Certificate of Practice and in the event you possess such a certificate, you will also surrender it within 7 days of your joining under intimation to the LLP. In case you hold other educational qualification that entitles you to a Certificate of Practice, in such a case also, you are not allowed to hold this Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining under intimation to the LLP. As a member of the respective Institute you shall additionally be bound by the Rules and Regulations of the respective Institute and will render all requisite support / documentation and keep the LLP indemnified at all times.

19. Bond signing (Sponsored Training Programs)

The LLP, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the LLP. In consideration of being chosen for such training programs, at the LLP's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the LLP for a prescribed period after completion of training. If you fail to do so, you shall be required to refund to the LLP the cost of training in accordance with applicable slabs of refunds. You will be entitled to refuse to be provided such training. You acknowledge and agree that in the event that you accept such training then you shall remain bound by the terms of such bond and the LLP shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

20. Leased Assets

In case of leased assets, like cars availed by you through the LLP, you will be personally liable for usage of such assets. The LLP will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your sole personal responsibility. It shall also be your responsibility to ensure that a valid insurance policy as may be required by law is maintained in respect of such asset at all times.

You hereby agree to keep the LLP fully released and discharged (and take all necessary actions in respect thereof) from any claims, actions or proceedings relating to your usage of such leased assets. In case of discontinuation of employment with the LLP, you will settle / foreclose the outstanding lease amount. You further authorize the

LLP to settle the outstanding amount from your full and final amounts and shall take appropriate steps to get the asset registered in your name, failing which the LLP shall take all requisite steps to protect its interest in this regard.

21. Retirement Age

The retirement age from the services of the LLP is 60 years

22. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be administered through your pay slip.

23. Notice Period

23.1 The LLP or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as given below or a salary payment in lieu of that notice. The LLP may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the LLP before agreeing to his release. If, in exceptional cases, the LLP agrees to an employee's requests for an early release, the LLP will recover the salary or part thereof equivalent to the balance notice period. For further details please refer to the Human Capital Policy.

The notice period for termination of employment by either side for the various levels shall be as specified in Human Capital Policy of the LLP. As per the aforesaid policy, the current notice period for the various levels is set out below:

(i) Probationer – fifteen days
(ii) Administratives and Specialists - thirty days
(iii) Associates and above - ninety days

However, the period that is prescribed on the date of giving notice shall apply.

23.2 Termination without notice

The LLP 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 indicative events are;

(i) misconduct (ii) repeated misconduct (iii) breach of instructions by an employee (iv) failure to safeguard the assets of the LLP (v) activities which bring the LLP into disrepute (vi) sexual harassment (vii) any furnished declaration is false (viii) the employee is found to have wilfully suppressed any material information (ix) criminal conviction by court of law / conviction by respective Institute, wherever applicable (x) failure to adhere to HC Policy, Independence, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time or (xi) where situations warrants action outside this Policy.

In the event that the LLP exercises this right, it may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment without giving notice or a salary payment in lieu of that notice. Such an order may or may not 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 Human Capital Policy.

24. Exit formalities

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the LLP.

You will be required to return to the LLP, all documents, including copies thereof and property including but not limited to corporate credit card, internet data card and comply with LLP car and leased accommodation terms, where applicable, before your last working day in order to obtain release. You are also specifically restrained from keeping copies or extracts of any of the LLP's or client's documents with you, after your release from the services of the LLP, except with specific written permission from the LLP.

As part of your exit formalities, you have to provide an undertaking to the LLP that you have not retained any data/ confidential information relating to the LLP and/ or our clients and that you will be personally liable to the LLP 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.

25. Set Off

You as an employee explicitly agree that your final settlement of dues shall happen only after completion of the aforesaid formalities and first adjusting all dues under whatsoever head then due to the LLP including but not restricted to settlement of credit card dues, any recovery of dues pertaining to LLP assets, unadjusted advances or other amounts, if any paid on your behalf etc. In case of shortfall in the amounts to be recovered, you shall forthwith settle the remaining amount without demur or protest. The exit formalities shall be kept in abeyance till the deficit amount is paid in full.

_____ Initial of Employee

26. Non Solicitation

Upon leaving the LLP you will not, without prior written consent of the LLP, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, LLP or corporation who has, at any time during your employment with the LLP, been:

- a client of the LLP with whom you have had contact or been involved in the provision of services, or
- an employee of the LLP.

To prevent any potential conflict of interest or breach of confidentiality, you will not accept an appointment offered by a client for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the LLP. It is mandatory to immediately notify your Director/ Partner of such an offer.

27. General

As an employee of the LLP you are required to book proper time and expenses, use the LLP provided email ID and Internet for business purposes, not share your access card with anyone else, maintain good housekeeping practices and also dress in a professional manner at all times.

It also important that you keep the LLP informed about any change in your personal particulars, and file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including passport, driving licenses, corporate credit card, Aadhar). Your employment in the LLP shall be governed by your compliance with and by providing all requisite information that may be sought from you by the LLP from time to time.

The conditions contained herein in the contract of employment are indicative only and can be modified from time to time. For any clarification on the LLP's Human Capital Policy please feel free to get in touch with the local designated HR staff. If you do not get a satisfactory response you may escalate the matter to the Human Capital Leader.

28. LLP's Policies, Procedures and Rules

As an employee of the LLP, you shall be governed by all the policies including, but not limited, to those relating to HC Policy, Independence, Risk Management 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.

29. Right to access

It is the LLP's policy to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes. You understand that there may be regular checks in respect of usage

or access of the LLP's system and equipment. For the avoidance of doubt, this includes, telephone systems, computer resources and systems, use of Email and internet systems and the postal system ("Facilities"). You also understand the LLP reserves the right, without notice, to access, listen to or read any communication or content made or received by you on its Facilities, to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'Hacking'), to intercept for operational purposes, such as protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voice mail systems when you are on holiday or on sick leave.

30. Wrongful Dissemination

You must not host, display, upload, modify, store, make available or transmit, publish, update or share in or through the Facilities of the LLP or otherwise any information or material which:

- belongs to another person to which you have no rights and/or which infringes any person's intellectual property rights;
- is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts;
- contains any virus, harmful component or corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the computer resources and Facilities of the LLP;
- contains any unlawful advertising, promotion or solicitation;
- violates any applicable law or regulation;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- is grossly offensive or menacing in nature;
- impersonates another person.

31. Employee Consent

You hereby give consent to the LLP to collect, hold, store and process, both electronically and manually, all the personal information it collects or has collected in relation to you or belonging to you and your employment (in the course of your employment), for the purposes of the LLP, e.g. management and administration of its employees and its business or for compliance with applicable procedures, laws and regulations and you also consent to the transfer, storage and processing by the LLP, agents, contractors or sub-contractors or other PwC network LLPs (each of which is a separate legal entity) of such personal information within or outside India.

32. No Duress

You hereby consent and agree that you are signing the employment contract, including the **Appendix A** and **Appendix B** and agree to be subject to all the Terms and Conditions of the LLP's HC Policies including but not limited to those relating to Independence, Risk Management and Code of Conduct, as amended from time, on your own volition and without any undue influence.

_____ Initial of Employee

33. Dispute Resolution

All disputes arising under this Agreement shall be governed by and construed solely and exclusively in accordance with the laws of India and all disputes shall be subject to the exclusive jurisdiction of the competent Courts of Delhi, India only.

For **PricewaterhouseCoopers Services LLP,**

Prasanna V

Associate Director - Human Capital

Encl: Declaration to be signed by the Employee

_____ Initial of Employee

DECLARATION

By signing this agreement, I hereby acknowledge and agree that I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the LLP as amended from time to time. In particular, I declare that:

a) I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

b) I acknowledge and agree to the LLP reserving the right to get a background check conducted on me including through a third party agency. In furtherance thereof, I authorize the LLP to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card, Aadhar) either directly or through a third party agency.

c) There are no ongoing or pending criminal cases/ criminal liabilities on me nor have I ever been convicted of any criminal offence/ convicted by respective Institute, wherever applicable. I further declare that there are no Disciplinary action / proceedings either ongoing or pending against me in respect of my previous employment.

d) I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/ data/ material of any other LLP including previous employer or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the LLP, and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the LLP.

e) I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the LLP's Code of Conduct.

f) In the event of any willful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the LLP and/ or its clients.

Consent to cooperate

I consent to cooperate in and comply with any request for testimony or the production of documents made by the Public LLP Accounting Oversight Board in furtherance of its authority and responsibilities under the Sarbanes-Oxley Act of 2002. I understand and agree that this consent is a condition of my continued employment by or other association with the LLP.

The responsibilities, duties and obligations under the Sarbanes-Oxley Act of 2002 shall survive even after my termination or disassociation with the LLP.

I accept the above.

Name Signature Date

quinbay

WE ARE
GREAT PLACE TO WORK - CERTIFIED™
Building and sustaining High-Trust, High-Performance Culture™

CIN : U72900KA2020FTC134333

Date : 19th November, 2021
Name : Himani Mehra
University : BTech, Banasthali University

Sub: Offer of Internship

Dear **Himani Mehra,**

Quinbay Technologies Pvt Ltd ("Quinbay" or "Company") is pleased to offer you an 'Intern' position with the Company for a period starting from **5th January 2022 to 4th July 2022.** During your Internship, you will be working on the assignment at our Bangalore office and paid a stipend of **INR 31,000/- per month** subject to taxes.

This is an internship assignment, which does not imply any commitment by Quinbay for regular employment. Successful candidates however, based on performance, may be offered full time employment at the end of the internship period at the sole discretion of the Company.

In case you decide to separate from Quinbay before completing your internship, you would be required to give One (1) month of notice to the company. The Company may, at its option and discretion, waive all of the prescribed notice period or a part thereof in case of a voluntary separation. Company reserves the right of terminating this agreement with immediate effect if your performance is not found satisfactory.

Information pertaining to Quinbay operations and intellectual property is confidential and upon reporting, you will be required to sign a non-disclosure agreement. You are also expected to adhere to all applicable rules and regulation and business conduct guidelines of Quinbay and act in accordance with the values and principles of the Company.

To confirm your acceptance of this internship assignment, you are required to:

- Respond via email to swapna@quinbay.com, to communicate your acceptance for the internship and confirm your joining date.
- Any change in joining date must be sent to swapna@quinbay.com at least 7 days prior to your original start date. The new joining date must be no later than 5 days from the date of joining listed above
- Report for on-boarding at 9.00 A.M. at **1029, 24th Main Rd, 1st Sector, HSR Layout, Bengaluru, Karnataka 560102**

We look forward to your dedication and commitment as we work together and wish you many successful years at Quinbay.

Sincerely,

For **Quinbay Technologies Pvt Ltd**

N S Sekar
COO

Himani Mehra
Intern

RANOSYS TECHNOLOGIES PVT LTD
E-141, Chatrala Circle,
Sitapura, Jaipur, Rajasthan, India
Email: info@ranosys.com

Date: 18 June 2021

Ms. Tanushri Sharma
Bhaundu ki bagichi ke pass,
Raseedpur,
Dausa- 321613
Rajasthan- India
Mob No: +91-7378029730

SUBJECT: OFFER LETTER

Dear Tanushri,

We are pleased to offer you the position of **Associate Software Engineer**, in our Company, Ranosys Technologies Pvt Ltd, effective from **05 July 2021** or earlier on the following terms:

1. Job Offer

Designation: Associate Software Engineer
Date of Joining: 05 July 2021 or earlier
Job Location: Jaipur, Rajasthan- India

2. Probation & Confirmation

You shall be on a probation period of six (6) months from the date of commencement of your services, which period may be further extended at the discretion of the Company ("Probation"). Your confirmation thereupon will be solely based on your performance during the said period.

3. Remuneration

During the term of your employment with the Company, your annual CTC will be **INR 4,00,008** per annum. Please note that your salary is subject to all applicable taxes and statutory deductions. The detailed break up is shared in **Annexure -I**.

4. Leave Policy

During the term of your employment with the Company, you would be eligible for 20 days of leave per annum, called Earned leave and it should be allocated on a quarterly basis.

5. Health Insurance Scheme

You will be eligible for Group Mediclaim Insurance covering Employee, Spouse and 2 Kids (up to 25 years of age) for a sum insured up to 4 lacs/ annum as family floater. All the claims will be subject to approval from the insurance company based on the policy in effect. The insurance benefit is governed by Company policy and may change from time to time.

6. Transfer

Your present place of work will be at **Jaipur**, but during the course of the above assignment, you shall be liable to be posted/ transferred anywhere to serve Company's projects/clients or any other establishment in India or outside, at the sole discretion of the Management based on the Company requirements.

7. Overseas Assignment Agreement

You are required to serve RANOSYS for a minimum of 6 months, after completion of every overseas assignment that exceeds 14 days. This agreement will be applicable for the entire tenure of employment with RANOSYS.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to RANOSYS and its associates in India. This transfer of knowledge and information is essential for RANOSYS to continue to serve its clients and customers better.

8. Confidentiality

a) You agree not to disclose any confidential information learned in the course of your employment about the business of the Company or its clients to anybody outside the firm both during and after your term of employment.

b) You will be required to maintain utmost confidentiality in respect of project documents, commercial offers, design documents, project cost & estimation, technologies, software packages license, Company policies, Company patterns & trademarks and Company's human assets profile.

9. IP Rights

a) The work done by you for the Company are properties of Company. The Company is the sole owner of all rights emanating from properties. The Company alone would be entitled to apply and obtain patent intellectual property rights and trademarks on such properties developed.

b) You will not (except in the normal course of the Company's business) publish any article or statement, deliver any lectures or broadcast or make any communication to the press, including magazine publication relating to the Company's service or to any matter with which the Company may be concerned, unless you have previously applied for and obtained the written permission from the Company.

10. Termination

a) During the probation your appointment is liable to be terminated by the Company without any notice and without assigning any reason thereof whatsoever.

b) If at any time in our opinion, which is final in this matter, you are found non-performer or guilty of fraud, dishonest, disobedient, disorderly behaving, commission of any act involving

moral turpitude, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission of the Company shall be entitled to recover damages from you.

c) On termination of your employment for any reason whatsoever, you will return to the Company in order and condition all of the Company's property, including but not limited to laptops, mobile phones, records, files, books, documents, Confidential Information, keys, identification cards and any other property that you may have. In the event you fail to hand over such property, the Company shall be entitled to withhold your salary till such property is returned back.

d) You shall not at any time make any untrue or misleading statement in relation to the Company. After the termination of your employment hereunder, you shall not represent yourself as being directly or indirectly employed by or in any way connected with or interested in the business of the Company.

e) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered having voluntarily terminated your employment without giving any notice unless you:

(i) Return to work within five days of the commencement of such absence: and
(ii) Give an explanation to the satisfaction of the management of such absence.

11. Notice Period

During the probation period, if you wish to leave the Company, you will have to serve 30 days prior notice in writing. After your confirmation, the notice period will be 60 days. You can offset the notice period by paying the equivalent amount of salary for the short notice period. The Company reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period. During the notice period, your leave balance, if any, will not be adjusted against the notice period. For the avoidance of doubt, any leave or leaves taken during notice period will extend your last working day accordingly.

12. Background Check

Your employment will be subject to a background check in line with RANOSYS' background check policy. If the background check reveals unfavourable results, you will be liable to disciplinary action, including termination of service without notice.

Your appointment is subject to your submitting mark sheets/certificates in respect of all your educational qualifications. If, at any time, during the entire term of your employment, including probation period, any information contained in such documents is found to be falsified or untrue, this shall constitute a breach of this Agreement and your employment may be terminated by the Company forthwith.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

14. Service Agreement

You shall not resign the service of the company until the completion of 24 months from your date of joining. If you breach the service agreement, the following conditions shall be attracted:

1. You must serve an advance notice of 30 days (during probation) / 60 days (after confirmation) AND pay an amount equivalent to 45 days of your salary (as on the date of resignation) as liquidated damages for premature termination of the agreement at the instance of the employee.

2. In the absence of required advance notice before resigning during service agreement period (24 months), you must pay an additional amount equivalent to the salary of the number of days your notice period is short of the requisite notice period along with an amount equivalent to 45 days of your salary (as on the date of resignation).

15. Service Commitment & Compliance

a. You shall devote your whole time and attention to the work of the Company and shall not engage in directly or indirectly in any trade or business either as employer or partner or advisor or in any other capacity.

b. You may be required to work in shifts and/or in extended working hours, as permitted by laws time being in force.

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

d. You shall not engage in any kind of fraud, misrepresentation or any other illegal act impacting the Company, neither in the employment premises nor outside the premises of employment.

e. You will be responsible for the safekeeping and return in good condition and order of all Company properties, which may be in your use, custody or charge.

f. You agree not to work directly or indirectly with Ranosys customers for which you will be working as part of this employment either directly or through subcontract via Ranosys customers for a period of one (1) year following the end of your employment with Ranosys.

g. By signing this Appointment Letter, you permit the Company to use your personal data or information. The Company is entitled to collect, analyze and even share this data with Company's consultants, advisors, and customers to comply with the requirements of applicable law. You may choose to withdraw this consent by writing to the Company.

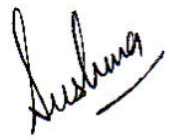
16. Remedies

If at any time, you violate to the extent any of the terms set forth in clause 8 or clause 15(d), the Company shall have the right to terminate all its obligations to make further payments under this Agreement. The Employee acknowledges that the Company would be irreparably injured by a violation of clause 8 or clause 15(d) and agrees that the Company shall be entitled to an injunction restraining the Employee from any actual or threatened breach of the aforementioned clauses or to any other equitable remedy without any bond or other security being required.

We are pleased to offer you the said position and are sure that you will bring value addition to Ranosys and grow in your career as well.

Welcoming you in the Ranosys family, we look forward to a fruitful collaboration.

With best wishes,



Sushma Vyas
Director
RANOSYS TECHNOLOGIES PVT LTD

Employment on the terms set out in this letter is accepted.	
Date: 19-06-2021	Signature:

Annexure - I

Components	Monthly (INR)	Annual (INR)
Basic	10,267	123,204
HRA	4,107	49,284
City Allowance	3,000	36,000
Mobile and Internet Allowance	1,500	18,000
Leave Travel Allowance	1,027	12,324
Special Allowance	5,247	62,964
Gratuity (Applicable as per Payment of Gratuity Act,1972)	494	5,928
Provident Fund (For employer)	1,232	14,784
Medical Insurance	365	4,380
Bonus Ex-Gratia*	2,095	25,140
Certification Allowance*	4,000	48,000
CTC	**33,334**	**400,008**

*Bonus Ex-Gratia paid annually and calculated based on quarterly appraisals as per bonus plan.

* You are also entitled for up to 50,000 INR for certification reimbursement during your first year of joining as per our certification policy.

*****Certification Allowance will be paid monthly only after receiving the allocated practice certification as per company policy and to be completed within 6 months of joining.

*The amounts mentioned towards Medical Insurance are based on estimated cost to company and are subject to variation.

Your annual cost to the company will be **Rupees Four Lakhs and Eight** as per the above salary breakup.

RIGHTPOINT
a genpact company

Rightpoint India Digital Private Limited
Registered Office: Raghukul Tower
5th Floor, Plot No. A-19 A-31, Hanuman Nagar A,
Kahtipura T Point, Vaishali Nagar, Jaipur 302021,
Rajasthan
Email: Jaipur@rightpoint.com
Website: www.rightpoint.com
Phone: +91 141 4919262
CIN: U74999RJ2018FTC060657

July 16, 2021

Ms. Megha Rathore

Jaipur,

Dear Megha,

Rightpoint is excited to bring you on board as an **Associate Developer.**

We're just a few formalities away from getting down to work. Please take the time to review our offer. It includes important details about your compensation, benefits, and the terms and conditions of your anticipated employment with Rightpoint.

Rightpoint is offering a full-time position for you as **Associate Developer (Level 1)** reporting to **Sulekha Yadav** starting on **July 19.**

In this position, Rightpoint is offering to start you at a pay of **3,00,000/- (Three Lacs only) Per Annum.**

As part of your compensation, we are also offering a Year-end Bonus**.** Discretionary, based on Company and Team Member performance:

- Company metrics
- Team Member Performance & Goal attainment

As an employee of Rightpoint, you will be eligible for the below benefits subject to timely modification as per company policies, such as:

1. Employee Health Insurance- 5,00,000/-
2. Life Insurance of Rs. 14,00,000/-
3. Accidental Insurance of Rs. 14,00,000/-
4. Gratuity
5. Statutory bonus
6. Leaves
    a. 30 days of paid leaves
    b. 9 Company Holidays
    c. 1 Festival leave
    d. Paternity Leave (2 Weeks)
    e. Maternity Leave (26 Weeks)
    f. Bereavement leave

Please indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before **July 16, 2021**.

Congratulations – we look forward to having you join our global Team!

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Rajasthan
Email: Jaipur@rightpoint.com
Website: www.rightpoint.com
Phone: +91 141 4919262
CIN: U74999RJ2018FTC060657

Compensation Structure is as follows

Salary Components	**Monthly (Rs)**	**Annual (Rs)**
Basic	13,920.00	1,67,040.00
House Rent Allowance	4,640.00	55,680.00
Leave Travel Allowance	2,320.00	27,840.00
Conveyance	928.00	11,136.00
Medical	1,392.00	16,704.00
Provident Fund (Employer Share)	1,800.00	21,600.00
Total Cost to Company	**25,000.00**	**3,00,000.00**

Deductions	**Monthly (Rs)**	**Annual (Rs)**
Employee PF Share	1,800.00	21,600.00
Employer PF Share	1,800.00	21,600.00
TDS	**As per Law**	**As per Law**
Total Deduction	**3,600.00**	**43,200.00**

(Statutory deductions such as Income Tax will be applicable as per applicable statutory regulations).

Jagmohan Singh Rathore
DIN: 03488662
SVP
Rightpoint India Digital Private Limited

Date: July 16, 2021

RIGHTPOINT
a genpact company

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Registered Office: Raghukul Tower
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Rajasthan
Email: Jaipur@rightpoint.com
Website: www.rightpoint.com
Phone: +91 141 4919262
CIN: U74999RJ2018FTC060657

July 16, 2021

Ms. Neha Somani
Jaipur,

Dear Neha,

Rightpoint is excited to bring you on board as an **Associate Developer.**

We're just a few formalities away from getting down to work. Please take the time to review our offer. It includes important details about your compensation, benefits, and the terms and conditions of your anticipated employment with Rightpoint.

Rightpoint is offering a full-time position for you as **Associate Developer (Level 1)** reporting to **Sulekha Yadav** starting on **July 19.**

In this position, Rightpoint is offering to start you at a pay of **3,00,000/- (Three Lacs only) Per Annum.**

As part of your compensation, we are also offering a Year-end Bonus. Discretionary, based on Company and Team Member performance:

- Company metrics
- Team Member Performance & Goal attainment

As an employee of Rightpoint, you will be eligible for the below benefits subject to timely modification as per company policies, such as:

1. Employee Health Insurance- 5,00,000/-
2. Life Insurance of Rs. 14,00,000/-
3. Accidental Insurance of Rs. 14,00,000/-
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5. Statutory bonus
6. Leaves
    a. 30 days of paid leaves
    b. 9 Company Holidays
    c. 1 Festival leave
    d. Paternity Leave (2 Weeks)
    e. Maternity Leave (26 Weeks)
    f. Bereavement leave

Please indicate your agreement with these terms and accept this offer by signing and dating this agreement on or before **July 16, 2021**.

Congratulations – we look forward to having you join our global Team!

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Registered Office: Raghukul Tower
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Employer PF Share	1,800.00	21,600.00
TDS	**As per Law**	**As per Law**
Total Deduction	**3,600.00**	**43,200.00**

(Statutory deductions such as Income Tax will be applicable as per applicable statutory regulations).

Jagmohan Singh Rathore
DIN: 03488662
SVP
Rightpoint India Digital Private Limited

Date: July 16, 2021

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

May 7, 2021

Anusha Verma
House no.598A, Street no.2, Dayanand Nagar
Shamli,IN-247776

Dear Anusha**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a Associate Success Agent within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 2, 2021, and you will report to Narayanan Raman. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as Associate Success Agent has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 650,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

any fiscal year in which you do not work a full twelve months.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

HOURS OF WORK

You will be required to work for an average of 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.

PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

CONFIDENTIALITY

As an employee in full time employment with the Company, you will not, during or after the term of employment, in whole or in part, disclose any of the Company's trade secrets and confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. The obligation of confidentiality shall apply equally to any and all confidential or proprietary information of the customers/clients or associates of the Company that may be disclosed to you during the course of your employment.

PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing. If you fail to give the required notice, the Company will deduct from any monies due to you on termination an amount not exceeding the amount you would have been paid in respect to the period of notice you failed to give.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions 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. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

May 7, 2021

Gargi Sharma
B-166 R. K. PURAM
Kota,IN-324010

Dear Gargi**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a Associate Success Agent within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 2, 2021, and you will report to Avantika Vidyarthi. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as Associate Success Agent has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

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Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

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In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

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TAXATION

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PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

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PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing. If you fail to give the required notice, the Company will deduct from any monies due to you on termination an amount not exceeding the amount you would have been paid in respect to the period of notice you failed to give.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions 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. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

May 7, 2021

Himanshi Bhatia
16/638 Indira Nagar
Lucknow, IN-226016

Dear Himanshi**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a Associate Success Agent within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 2, 2021, and you will report to Narayanan Raman. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as Associate Success Agent has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 650,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

any fiscal year in which you do not work a full twelve months.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

HOURS OF WORK

You will be required to work for an average of 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.

PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

CONFIDENTIALITY

As an employee in full time employment with the Company, you will not, during or after the term of employment, in whole or in part, disclose any of the Company's trade secrets and confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. The obligation of confidentiality shall apply equally to any and all confidential or proprietary information of the customers/clients or associates of the Company that may be disclosed to you during the course of your employment.

PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing. If you fail to give the required notice, the Company will deduct from any monies due to you on termination an amount not exceeding the amount you would have been paid in respect to the period of notice you failed to give.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

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You shall, in addition to the terms and conditions 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. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

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ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

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Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

May 7, 2021

Prachi Shukla
Mangalam Malhar Colony, Raptinagar phase 4
Gorakhpur,IN-273013

DearPrachi**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a Associate Success Agent within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 2, 2021, and you will report to Narayanan Raman. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as Associate Success Agent has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 650,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

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Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

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TAXATION

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The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

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CONFIDENTIALITY

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PROBATION

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GENERAL PROVISIONS

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You shall, in addition to the terms and conditions 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. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

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ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

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Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

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We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

DocuSigned by:
Prachi Pragati Shukla
518EBAAF8FC5412...

Prachi Pragati Shukla

Place: gorakhpur Date: 5/7/2021

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

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THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

May 7, 2021

Sakshi
H.no.99, Street no.-4, Khub ram park
prem nagar,IN-110086

Dear Sakshi**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as an Associate Success Agent within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 2, 2021, and you will report to Narayanan Raman. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

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any fiscal year in which you do not work a full twelve months.

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TAXATION

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PLACE OF WORK

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The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

CONFIDENTIALITY

As an employee in full time employment with the Company, you will not, during or after the term of employment, in whole or in part, disclose any of the Company's trade secrets and confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. The obligation of confidentiality shall apply equally to any and all confidential or proprietary information of the customers/clients or associates of the Company that may be disclosed to you during the course of your employment.

PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period will you be confirmed in the regular service of the Company on such terms and conditions as decided by the Company.

TERMINATION

After your probationary period, the Company may terminate your services by giving you 30 days' prior written notice, or by payment of basic salary in lieu of notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days' prior notice in writing. If you fail to give the required notice, the Company will deduct from any monies due to you on termination an amount not exceeding the amount you would have been paid in respect to the period of notice you failed to give.

Notwithstanding anything contained herein, the Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of the terms of Employment or have generally acted or failed to act in a manner, whereby the management of the Company has lost faith in you. Such action of summary termination may at the option of and in the sole discretion of the Company, be preceded by reasonable opportunity to be heard.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions 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. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

THE CUSTOMER SUCCESS PLATFORM

PRIVATE AND CONFIDENTIAL

May 7, 2021

Shivani Jha
107, Mishrilal Nagar Ext A.B. Road Dewas(M.P.)
Dewas,IN-455001

DearShivani**,**

OFFER OF EMPLOYMENT

I am pleased to offer you a position as a Associate Success Agent within salesforce.com India Pvt. Ltd. (hereinafter "Salesforce.com" or "Company"). In addition to confirming the offer, this letter (**"Offer Letter"**) sets out the terms and conditions of your employment and outlines the current major features of the Company's compensation and benefits plans and practices. This offer is based on your unequivocal acceptance of the same, any counter offer or conditional acceptance is subject to acceptance or rejection of such counter offer/proposal by the Company in writing.

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 2, 2021, and you will report to Narayanan Raman. Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. If the results of your background check reveal information that is inconsistent with our standards or if contrary to information given by yourself, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities as Associate Success Agent has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements commensurate with your designation. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Your annual base salary will be 650,000.00 INR per annum.

Base Salary: All employees are paid monthly each month. You will receive your payments via wire transfer. You can break up your compensation into different components according to your requirements as permitted by current Income Tax rules provided that your elections result in no additional cost to the company. Some allowances now attract the fringe benefit tax which is payable by the employer, hence the clause "at no additional cost to the company."

Bonus Plan: You will be eligible to receive an initial annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 5% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for

any fiscal year in which you do not work a full twelve months.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region. The absence of any specific policy for the country does not imply automatic application of a policy for the region, unless so specified.

In this regard, it is specifically stated that as a part of your employee benefits you will be entitled to adequate Mediclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself; the premium whereof shall be paid for by the Company with yourself/family being the beneficiary.

You are entitled to leave 20 days of annual leave, 12 days of sick leave, public holidays, casual leave & any other kind of leave in accordance with the Company's applicable rules, as may be amended from time to time.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Moreover, the very brief summaries contained herein are subject to the actual terms and conditions of the Company's plans, programs and practices. In the absence of specific statements and commitments with regard to applicable policy, you do not have any right to claim eligibility for any benefits under such policies, programs and practices. Your acceptance of this offer shall constitute your understanding and acceptance that the aforesaid compensation, incentive, benefits, etc. are not disbursed/ given as a matter of right, and are rewards subject to the discretion of the management of the Company.

TAXATION

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing of your personal returns and comply with other requirements under the India tax laws. The Company shall also be entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

HOURS OF WORK

You will be required to work for an average of 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.

PLACE OF WORK

You will report into the India office of the Company. The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

Your acceptance shall constitute express acceptance of the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

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PROBATION

On joining the Company you shall be on probation for three months from the actual date of your joining with us. The probation period may be curtailed or extended by the management of the Company at its sole discretion. During this period, your employment may be terminated by the Company by giving you 2 weeks' notice.

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OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You shall, in addition to the terms and conditions 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. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. You are expected during the course of your employment to be aware of and seek to be informed of all applicable terms and conditions, policies, rules, regulations, norms, etc. and ignorance or plea of non-communication would not be considered.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India. Each Party agrees that that the courts in the jurisdiction where your position was last located shall have the exclusive jurisdiction to resolve any disputes in connection with your employment.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this Offer Letter for my attention within 7 days from date of this letter. Any delay in returning the same shall constitute rescission of the offer.

CONCLUSION

We hope you find this offer to be a satisfactory basis for joining the Company.

This Offer Letter supersedes and completely replaces any prior oral or written communication on this subject. This Offer Letter without unequivocal and unconditional acceptance is not and shall not be deemed to be an employment contract and further should not be construed or interpreted as containing any guarantee of continued employment. The employment relationship at the Company is by mutual consent. This means that you have the right to terminate your employment at any time and for any reason, subject to the notice provisions herein.

Likewise, the Company reserves the right to discontinue your employment with or without cause at any time and for any reason, subject to the provisions herein.

We look forward to receiving your acceptance and to working with you in the development of the Company.

We welcome you to Salesforce.com and wish you a long-lasting and rewarding association with us.

ACCEPTANCE OF EMPLOYEE

I have read and understood the above Offer Letter and Compensation Package relating to my services and employment with salesforce.com India Pvt. Ltd and the same, including any and all terms and conditions stated therein are acceptable to me.

_____

Place: Date:

For and on behalf of Salesforce.com India Pvt. Ltd.

Brent Hyder

President, Chief People Officer

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Dear Devanshi Bhardwaj,

This communication is in reference to your employment contract agreement 26 July 2021.

While we look forward to your smooth transition into SAP, in the midst of the current lockdown and unpredictable situation due to COVID-19, we are taking all necessary actions, keeping your best interest in our mind.

To ensure that you can avail the relocation benefit, assistance will be provided as per the then prevalent SAP Relocation Policy and all relocation expenses could be claimed within "6months from your joining or by 31st March 2022."

Except as expressly provided herein, all other terms and conditions of your Agreement shall remain unchanged.

Shraddhanjali Rao

Head of Human Resource, India

SAP, India

Sabish Kovath Bhaskar

HR Service Senior Consultant

SAP, India

DocuSign Envelope ID: 380D28E3-964E-4E5D-B257-D3598C8CEE9D

Dear Rashi Mudgal,

This communication is in reference to your employment contract agreement 26 July 2021.

While we look forward to your smooth transition into SAP, in the midst of the current lockdown and unpredictable situation due to COVID-19, we are taking all necessary actions, keeping your best interest in our mind.

To ensure that you can avail the relocation benefit, assistance will be provided as per the then prevalent SAP Relocation Policy and all relocation expenses could be claimed within "6months from your joining or by 31st March 2022."

Except as expressly provided herein, all other terms and conditions of your Agreement shall remain unchanged.

Shraddhanjali Rao

Head of Human Resource, India

SAP, India

Sabish Kovath Bhaskar

HR Service Senior Consultant

SAP, India

SOCIETE GENERALE

Global Solution Centre

March 29, 2021

Offer No: SG17522
Ms. Dhairya Srivastava
West Bengal

Dear Dhairya Srivastava,

Sub: Offer Letter

Further to the interviews you have had with us, we are pleased to offer you a position as "Software Engineer" in Société Générale Global Solution Centre Private Limited ("Company" or "SG GSC"), Bangalore.

Your annual basic salary will be Rs.200,000/- (Two Lakhs Only). In addition, you will be entitled to other benefits as per the Company's compensation policy as detailed under this employment agreement ("Agreement").

This offer of employment is contingent upon successful completion of your background check. The background verification would take approximately a minimum of four (4) weeks from the day all documents asked by SG GSC team are submitted. Your prospective date of joining the Company, post successful completion of the background check, has been calculated as July 12, 2021, therefore you should plan to report for duty on July 12, 2021, at 9:30 am. However, please note that the actual date of joining will be confirmed to you by your respective recruiter through a separate mail, and your failure to join on the date confirmed will render this offer of employment withdrawn.

Please arrange to produce the following documents for our records at the time of joining: (In case you do not have any of the below document, please discuss this with your recruiter).

1. Relieving letter or Resignation acceptance with last working date and employee code (Hardcopy or email) is mandatory
2. Service certificates and last three (3) months salary slips from your current employer
3. 10 Passport Photographs

Kindly send your e-mail acceptance of our offer for our records.

Looking forward to a long and fruitful association with you.

Yours faithfully,
For **Societe Generale Global Solution Centre Pvt Ltd,**

Mohit Sharma
Head - Talent Acquisition

D-SR/C-SJ

SOCIETE GENERALE

Global Solution Centre

EMPLOYMENT TERMS AND CONDITIONS

Dhairya Srivastava

1. Date of Joining:

1.1 July 12, 2021

2. Appointment

2.1 As on July 12, 2021 the Company is hereby appointing you as "Software Engineer" in our Company, subject to you successfully completing your probation as provided in clause 4 below.

3. Remuneration

3.1 Your Gross salary will be Rs. 33,333/- per month of which your basic salary will be Rs.16,667/- per month. You will be entitled to all benefits as may be applicable to you in accordance with the Company's policies. The enclosed Annexure: Salary Entitlement indicates the compensation and benefits that you will enjoy. These allowances and benefits would be subject to amendments from time to time based on Company policy in this regard. Your remuneration shall be paid for each month in accordance with the Company policy except when notice for resignation or termination has been served to or by the Company.

4. Probation

4.1 You will be on probation for a period of six (6) months from the date of joining and will be issued a letter of confirmation on successful completion of your probation. However, in the event the Company desires to extend your probation period, you will continue to be on probation till your services are confirmed in writing by the Company. During your probation period, if the Company is not satisfied with your performance, the Company reserves the right to terminate your services in accordance with Clause 5 below.

4.2 In case of no confirmation letter is issued to you by the Company, either prior to or upon the lapse of the probation period, your employment with the Company shall be deemed to be terminated upon the lapse of the probation period without further notice or in the alternate, at the sole discretion of the Company.

5. Termination

5.1 **During Probation:** Either the Company or you may at any time, during the probation period terminate your employment by giving a written notice of one (1) month or salary in lieu thereof.

5.2 **Post Confirmation:** Either you or the Company may terminate your employment by issuing a written notice of two (2) months salary in lieu thereof. The company reserves the right to recover the amount in lieu of notice short served by you. Any such amount recoverable from you, will be inclusive of GST or any other tax/levies levied by the government. It is clarified and agreed by you that the Company shall have the sole right and discretion to accept or reject your request to pay in lieu of serving notice and insist you to work for the notice period.

5.3 **Termination for Breach or Misconduct:** The Company shall also have the right to terminate your employment forthwith without notice or liability for compensation or damages upon the occurrence of any of the following events:

(a) Upon or before the expiry of the probationary period in the event of the Company not being satisfied with your performance in the Company;

(b) If any declaration given or information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information, on carrying out your background verification.

(c) If you are guilty of any grave misconduct or willful neglect in the discharge of your duties hereunder or;

(d) If you are convicted of any criminal offence other than an offence which in the reasonable opinion of the representatives of the Company that does not affect your position as employee of the Company;

(e) If the Company is restricted from continuing to employ you by reason of any other legal incapability;

(f) if you remain absent for a period of eight (8) or more consecutive days without the prior approval of your Manager or intimation and failing to answer (i.e give a satisfactory explanation for the unauthorized leave) any written communication issued by the Company in this regard;

(g) If you commit a breach of your obligations including but not limited to the provisions stated in clauses 11 (Conduct & Compliance), 12 (Non-disclosure of Information), and 15 (Non-Solicitation) or any other terms of this Agreement.

6. Effect of Termination

6.1 Your entitlement to salary, allowances, variable pay or other benefits ceases on termination and all rights towards unpaid variable pay for the year in which termination occurs shall be forfeited.

6.2 Termination of your employment by the Company will automatically result in the termination of your employment with and/or secondment to any subsidiary or associated company and any directorship or office (including for avoidance of doubt any member of the Group) which you may hold with any such company without giving you the right to claim any damages, compensation or termination payments or benefits of any kind from any such company, all rights on termination being as set out herein and enforceable only against the Company.

6.3 In the event of any absence from work without permission, while serving the notice period, your notice period shall be extended by number of days equal to the number of days during which you remained absent from work in order to ensure proper transition of your work as per the instruction of your Manager.

6.4 If you have undertaken any training, either on specific request by the Company or on your own behest, within three (3) months prior to your date of resignation which is paid for or sponsored by the Company (including any routine vocational training visits to any of the countries that the company or any member or associated companies of Société Générale ("Group") carries on business) then you hereby agree to repay to the Company all such costs that were involved.

6.5 It is clarified and agreed by you that you shall be bound to complete all the pending projects during the notice period and handover charge to your reporting manager. Handing over charge shall include completion of all pending work (except otherwise exempted by the Company), returning all the Company assets, such as ID cards issued to you, passwords to your computer, User ID's, work products/scripts/documents and Company materials etc., in your possession in person. Failure on your part to handover as provided under the terms of your appointment shall entitle the Company to withhold your full and final settlement, relieving letter, and any other certificates that may be requested by you. The Company also reserves the right to seek appropriate legal recourse, including but not limited to claiming damages.

7. Suspension from Duties

7.1 The Company shall have the right to suspend you on any day or part thereof because of your refusal or failure to perform your full range of duties or for misconduct; any such suspension shall be effective from the time the notice of suspension is given to you.

8. Posting

8.1 You will be posted at Bangalore. You may however be required to work at any place of business which the Company has, or may later acquire. However, you may be required to travel for the Company's business at the discretion of the Company and the Company, at its discretion, may require you to furnish a bond. Preparedness to travel on Company work either in India or abroad is a prerequisite for appointment in the Company. This will include possession of a valid passport or consent to apply for a passport immediately on joining the Company.

8.2 Further, during your course of employment you may be assigned any other duties or transferred to any other place as the Company in its discretion may from time to time require or direct.

9. Duties & Responsibilities

9.1 You shall during the stipulated hours of work, diligently perform all duties (including participation in any training program prescribed by the Company) which the Company or any authorized employee may, verbally or in writing, request, order, entrust you to perform. You shall at all times comply with all the rules, regulations and instructions laid down or given by the Company for the guidance of its employees and relevant to the employment and/or appointment held by you.

9.2 Further, you shall be responsible for the safekeeping and returning in good condition and order, all Company's property, which may be in your use, custody or charge.

9.3 Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing/tool within fifteen (15) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if provided in accordance with Clause 14 (*Notice*) of this Agreement.

9.4 You represent that your performance of the terms of this Agreement and as an employee of the Company does not and shall not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment by the Company, and you shall not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any of your previous employers or others. You represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and you agree not to enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company).

10. Shifts and Weekly Off

10.1 The Company is engaged in activities of providing services 24/7. Hence, you may be required to work in shifts which includes night shift. The change in your shift plan will be officially notified to you.

10.2 You are entitled to 2 days weekly off as per the current Company policy, which is subject to change from time to time.

11. Conduct & Compliance

11.1 **Conduct:** It is expected of you to display and demonstrate honesty and exemplary conduct at all times. It is important to be a vigilant guardian of our values and ethics, and to safeguard the reputation of the Societe Generale Group. You are therefore expected to familiarize yourself with and fully respect the Code of Conduct and other policies & procedures of the Company made available to you at the Company's intranet. The Company shall direct you to pay and make good the loss suffered by any fellow employee, any customer of the Company or any other third party due to unacceptable acts committed by you, whether dishonestly, knowingly, unknowingly, inadvertently or fraudulently. Further, you shall be solely responsible and liable for any damage caused by you towards the property of the Company. The Company in such instances shall recover such sum it considers appropriate towards the loss suffered.

11.2 **Conflict of Interest:** You shall confine yourself from any situation that would create a clash between your self-interest and professional or public interest. You are required to maintain professional relationship with all vendors, clients, partners and other personnel during the course of employment. It is expected of you to notify to "Compliance / HRBP", if you encounter any conflicting situations or positions during the course of your employment.

11.2.1 **Outside Employment & Directorship:** You shall devote the whole of your time and attention and abilities to carrying out your duties under this employment. You shall declare, in writing, any outside directorships you may hold at the date of your employment. You shall not be permitted to take up outside employment for remuneration or further outside directorships without the prior written approval of your immediate line Manager, the Business Head and a notification to Compliance team. If, during the term of your employment, you undertake such outside employment without prior approval, you shall be liable to immediate dismissal.

11.2.2 **Acceptance of Gifts / Commission, etc.,** You shall neither accept or offer any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealt with the Company and if you are offered any, you should immediately report the same to the Compliance and your immediate line Manager.

11.2.3 **Personal Account Dealing:** You shall ensure that any personal transactions in securities on the stock markets, shall be carried in accordance with the Staff Personal Account dealing Procedure Code that is made available to you in the Company intranet. Any breach of this clause constitutes gross misconduct and is grounds for immediate dismissal.

12. Non-Disclosure of Information

12.1 You shall not, at any time hereafter, without the written consent of the Company, divulge, disclose or utilize Confidential Information of the Company, which you may have access to or you come across during your course of employment. You shall not use or utilize Confidential Information of the Company for any purpose other than the Company's business. You shall be bound by further confidentiality obligations and other obligations as per the policy.

12.2 **"Confidential Information"** shall mean all proprietary information of the Company including but not limited to commercial, technical and artistic information relating to the Company, business, operation, maintenance and promoting of its own services, programming techniques, experimental work, customers, clients and vendors of the Company, financial information, marketing plans, business plans, project plans, information relating to, operating income, customer lists, price calculation models, software, hardware, source code, object code and other forms of binary files, technology, methods, documentation, designs and materials and general trade secrets of the Company and Intellectual Property of the Company, as well as any other information labeled "Confidential" by the Company or accessible to or provided to you or developed by you solely or jointly with other employees or consultants of the Company pursuant to the performance of your obligations as an employee of the Company, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. Information relating to the customers, suppliers and agents of the Company shall be deemed to be Confidential Information of the Company.

12.3 You shall indemnify and keep indemnified the Company for all damages, losses, claims, liabilities, costs or expenses that the Company incurs or may incur as a result of any violation by you of the above terms and conditions.

12.4 Notwithstanding anything contained above, as damages may not be a sufficient remedy for any breach under this Agreement, the Company is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

13. Intellectual Property Rights

13.1 You hereby acknowledge and agree that any copyrightable works prepared by you within the scope of your employment are "works for hire" under the Indian Copyright Act, 1957 and under international copyright laws and that the Company shall be considered the owner of such copyrightable works. You agree that all Inventions and Intellectual property and other rights related thereto that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by you for the Company, or (c) relate to the Company's business or current or anticipated research and development, shall be the sole and exclusive property of the Company and are hereby irrevocably assigned by you to the Company.

13.2 You hereby agree to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("**Inventions**") and Intellectual Property that you make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of your employment, whether or not in the course of your employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets.

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

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

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

13.6 You hereby represent and warrant that you will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by my reporting Manager in the Company.

You represent and warrant that you have not violated the Intellectual Property Rights of any third party, and covenant that you shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for your violation of any Intellectual Property Rights, you undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.

14. Notice

14.1 Any notice to be given under this Agreement shall be sufficient:

(a) when given by the Company – if it is given in writing by an authorized employee, such notice shall be deemed to be properly served by either delivering it to you personally or by posting the same by Registered Post to your last known or usual place of residence notified by you to the Company.

(b) when given by you – if it is in writing signed by you and delivered to the Manager or acting Manager in charge of the office or to an authorized officer or delivered or sent by Registered Post (addressed to the company) to an authorized employee to whom you are responsible.

15. Non-Solicitation

15.1 During your employment with the Company and for a period of six (6) months thereafter you shall not solicit any employee of the Company to leave their employment in order to join the organization you will be employed with immediately post your resignation with SG GSC or any other entity that is affiliated to the organization you will be employed with. You shall also not directly or indirectly on behalf of your employer post your resignation from SG GSC solicit or entice any customers or potential customers away from the Company.

16. Authenticity of Information, Documents and References

16.1 You declare that:

(a) the information contained in your bio-data is true and correct and it is hereby agreed that if the information provided is false or misleading then the Company shall be at liberty to terminate your employment with or without notice and with or without payment of salary in lieu of notice in the Company's absolute discretion.

(b) You have no criminal record nor have any criminal or civil actions been initiated against you, at any time, which you have not disclosed to the Company and you have declared to the Company any technical breaches of any security laws or regulations

(c) Further, you shall submit to us a relieving letter from your present employer before your appointment takes effect. You must produce a true copy of your original degree certificate & marks card, along with the original testimonials in respect of your experience. Failure to do so without good reason will nullify your appointment. The Company reserves the right to make appropriate enquiries about you to the referees given by you or any other person deemed fit.

17. Fitness

17.1 You shall promptly disclose to the Company the nature of any serious medical illness or disease which you may have contracted which is likely to endanger the health or safety of any other employee or client of the Company.

18. Use of SG Internal Tools and Applications

18.1 Post your appointment with the Company, you shall have access to SG internal tools and applications ("**SG Tool**") and the following shall be observed:

(a) That the SG Tool shall be used for official purposes only. You shall not be entitled to use this facility for unofficial purposes. If you do so, you shall do so at your own risk and consequences follow.

(b) Since all correspondences, information, conversations pertain to official purposes, all such correspondences, information, conversations shall be recorded, screened and if need be investigated. Please note this also applies to instances where you may be unauthorizedly using the SG Tools for unofficial purposes.

(c) You are prohibited from disclosing and sharing internal topics that are confidential and sensitive to the Company on social media. You shall be personally liable and responsible for all contents published online whether privately or professionally. All contents published by you shall be internally monitored and retrieved for the purpose of any investigation. Please note, this shall not be considered an invasion of your privacy.

19. Retirement

19.1 You will retire from the services of the Company on the last day in the month in which you attain your 60th birth anniversary.

20. Governing Law

20.1 Your employment shall be governed by and construed in accordance with the laws of India and the courts of Bangalore shall have the jurisdiction, to the exclusion of any other Courts that may have jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.

21. Company's Policies and Guidelines

21.1 During employment you are subject to rules and regulations and policies of the Company, as made applicable by the Company and revised at the Company's discretion from time to time, irrespective of whether such details are individually notified to you. You are requested to keep yourself up-to-date with such information from the Company intranet/company manual. You shall be liable to face action from the Company if you are found in violation of the same.

22. Processing of Personal Information

22.1 The Company processes your personal data as may be necessary for the proper administration of the employment relationship, both during and after your employment. This will principally (but may not exclusively) relate to personnel, administrative, payroll, performance management and appraisal matters. They will be disclosed, for that purpose, to your hierarchy, as well as, if necessary, to specially authorized service providers in the limit necessary for the performance of the tasks which they are entrusted with.

22.2 Administrative data may be disclosed to:

(a) The entities of the Société Générale Group entrusted with the administrative management of your employee file,
(b) To the Group entities aimed at in your mobility demands,
(c) To the Group headquarters in France for HR steering management purposes and management of careers.
(d) To third parties and entities outside the group, provided one or any of the businesses of the Group undergo a structural change that would result in a merger, acquisition, spinoff etc.,

22.3 Processing operations may also require the transfer of your personal data to the headquarters of Société Générale Group situated in France or to other entities of the Group specially appointed for hosting purposes and pooling of computer means. You have the right to access your personal data and, in case data are incorrect or out of date, modify, correct and delete your personal data. You may, on legitimate grounds, object to the processing of your personal data.

22.4 Acceptance of this appointment letter shall be treated as your consent for SG GSC to process your personal data as may be specified herein above and no specific consent is required to be obtained from you personally to process your personal data on the occurrence of any of the events specified above.

Yours faithfully,

For **Societe Generale Global Solution Centre Pvt Ltd,**

Mohit Sharma
Head - Talent Acquisition

I accept the above terms and conditions on my own free will and agree to be bound by the above-mentioned terms and conditions.

Dhairya

Signature Date: July 12, 2021
Candidate Name: Dhairya Srivastava

SOCIETE GENERALE

Global Solution Centre

Annexure: Salary Entitlement - 2021

Name : **Dhairya Srivastava**

Role Title : **Software Engineer**

S. No.	Salary Components	Amount in INR Per Annum
1	Basic	200,000
2	Cash Allowances House Rent Allowance (max 40% of Basic Salary for Non Metro & max 50% of Basic Salary for Metro) Telephone Reimbursement (max 36000/- per annum) Leave Travel Assistance (max 30000/- per annum) Additional Food Coupons (max 14400/- per annum) Children Education Allowances (max 2400/- per annum) Balance of allowances will be paid as Taxable Allowances	200,000
Gross Salary		**400,000**
3	Provident Fund	24,000
4	Gratuity	9,620
Gross Salary + Retirals		**433,620**
5	Variable Pay *	33,333
Cost to Company		**466,953**

Note:

a. • All reimbursements will be governed by the Income Tax laws in place and as may be amended from time to time
• Statutory benefits such as Provident Fund and Gratuity etc., will be paid as per the applicable regulations
• Any other allowance payable shall be as per the company policy.

b. **Variable Pay ***

You will be entitled to a variable pay based on your individual and the Group's performance for the year. Should you join us between October 01st and December 31st of the year, your entitlement to variable pay will commence from the beginning of the subsequent calendar year. Disbursement of variable pay, which is at the absolute discretion of the company, is along with the payroll for the month of March, in the following year.

c. **Benefits**

i. (You would be entitled to avail the below mentioned benefits, which is governed by the prevailing company policies)

Detail	Maximum Coverage Amount
a. Food Coupons (per annum)	12,000
b. Bus Pass/Parking/Others (per annum)	16,800

ii. Insurance Benefit for Health and Personal Accident Cover - applicable as per company policy.

Detail	Maximum Coverage Amount
a. Group Mediclaim (coverage for self, spouse, child and parents) Top up option is available for Group Mediclaim (Family Floater basis) at subsidized premium borne by the employee (1 lakh, 2 lakhs & 3 lakhs)	300,000
b. Group Personal Accident (Coverage for self only)	500,000
c. Group Term Life Insurance (Coverage for self only)	1,500,000

iii. Relocation Assistance

a.Economy Air travel fare from existing work location for self and family, i.e. spouse, children and dependent parents (max 4 members).
b. One-time relocation/settling reimbursement of INR 35,000/-
c. Lodging expenses for up to 14 days in a company approved guest house for self and family for relocation for a max 4 members.
* Relocation Assistance benefits will be recovered from the employee on separation of the company within a period of 1(one)year from the date of Joining.

You hereby acknowledge that this offer is subject to a background verification to be conducted by the company. On background verification, if any information provided by you is found to be false, the company at its discretion may terminate your services with immediate effect.

Accepted

SOCIETE GENERALE

Global Solution Centre

March 29, 2021

Offer No: SG17524
Ms. Nishtha Khurana
Haryana

Dear Nishtha Khurana,

Sub: Offer Letter

Further to the interviews you have had with us, we are pleased to offer you a position as "Software Engineer" in Société Générale Global Solution Centre Private Limited ("Company" or "SG GSC"), Bangalore.

Your annual basic salary will be Rs.200,000/- (Two Lakhs Only). In addition, you will be entitled to other benefits as per the Company's compensation policy as detailed under this employment agreement ("Agreement").

This offer of employment is contingent upon successful completion of your background check. The background verification would take approximately a minimum of four (4) weeks from the day all documents asked by SG GSC team are submitted. Your prospective date of joining the Company, post successful completion of the background check, has been calculated as July 12, 2021, therefore you should plan to report for duty on July 12, 2021, at 9:30 am. However, please note that the actual date of joining will be confirmed to you by your respective recruiter through a separate mail, and your failure to join on the date confirmed will render this offer of employment withdrawn.

Please arrange to produce the following documents for our records at the time of joining: (In case you do not have any of the below document, please discuss this with your recruiter).

1. Relieving letter or Resignation acceptance with last working date and employee code (Hardcopy or email) is mandatory
2. Service certificates and last three (3) months salary slips from your current employer
3. 10 Passport Photographs

Kindly send your e-mail acceptance of our offer for our records.

Looking forward to a long and fruitful association with you.

Yours faithfully,
For **Societe Generale Global Solution Centre Pvt Ltd,**

Mohit Sharma
Head - Talent Acquisition

D-SR/C-SJ

SOCIETE GENERALE

Global Solution Centre

EMPLOYMENT TERMS AND CONDITIONS

Nishtha Khurana

1. Date of Joining:

1.1 July 12, 2021

2. Appointment

2.1 As on July 12, 2021 the Company is hereby appointing you as "Software Engineer" in our Company, subject to you successfully completing your probation as provided in clause 4 below.

3. Remuneration

3.1 Your Gross salary will be Rs. 33,333/- per month of which your basic salary will be Rs.16,667/- per month. You will be entitled to all benefits as may be applicable to you in accordance with the Company's policies. The enclosed Annexure: Salary Entitlement indicates the compensation and benefits that you will enjoy. These allowances and benefits would be subject to amendments from time to time based on Company policy in this regard. Your remuneration shall be paid for each month in accordance with the Company policy except when notice for resignation or termination has been served to or by the Company.

4. Probation

4.1 You will be on probation for a period of six (6) months from the date of joining and will be issued a letter of confirmation on successful completion of your probation. However, in the event the Company desires to extend your probation period, you will continue to be on probation till your services are confirmed in writing by the Company. During your probation period, if the Company is not satisfied with your performance, the Company reserves the right to terminate your services in accordance with Clause 5 below.

4.2 In case of no confirmation letter is issued to you by the Company, either prior to or upon the lapse of the probation period, your employment with the Company shall be deemed to be terminated upon the lapse of the probation period without further notice or in the alternate, at the sole discretion of the Company.

5. Termination

5.1 **During Probation:** Either the Company or you may at any time, during the probation period terminate your employment by giving a written notice of one (1) month or salary in lieu thereof.

5.2 **Post Confirmation:** Either you or the Company may terminate your employment by issuing a written notice of two (2) months salary in lieu thereof. The company reserves the right to recover the amount in lieu of notice short served by you. Any such amount recoverable from you, will be inclusive of GST or any other tax/levies levied by the government. It is clarified and agreed by you that the Company shall have the sole right and discretion to accept or reject your request to pay in lieu of serving notice and insist you to work for the notice period.

5.3 **Termination for Breach or Misconduct:** The Company shall also have the right to terminate your employment forthwith without notice or liability for compensation or damages upon the occurrence of any of the following events:

(a) Upon or before the expiry of the probationary period in the event of the Company not being satisfied with your performance in the Company;

(b) If any declaration given or information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information, on carrying out your background verification.

(c) If you are guilty of any grave misconduct or willful neglect in the discharge of your duties hereunder or;

(d) If you are convicted of any criminal offence other than an offence which in the reasonable opinion of the representatives of the Company that does not affect your position as employee of the Company;

(e) If the Company is restricted from continuing to employ you by reason of any other legal incapability;

(f) if you remain absent for a period of eight (8) or more consecutive days without the prior approval of your Manager or intimation and failing to answer (i.e give a satisfactory explanation for the unauthorized leave) any written communication issued by the Company in this regard;

(g) If you commit a breach of your obligations including but not limited to the provisions stated in clauses 11 (Conduct & Compliance), 12 (Non-disclosure of Information), and 15 (Non-Solicitation) or any other terms of this Agreement.

6. Effect of Termination

6.1 Your entitlement to salary, allowances, variable pay or other benefits ceases on termination and all rights towards unpaid variable pay for the year in which termination occurs shall be forfeited.

6.2 Termination of your employment by the Company will automatically result in the termination of your employment with and/or secondment to any subsidiary or associated company and any directorship or office (including for avoidance of doubt any member of the Group) which you may hold with any such company without giving you the right to claim any damages, compensation or termination payments or benefits of any kind from any such company, all rights on termination being as set out herein and enforceable only against the Company.

6.3 In the event of any absence from work without permission, while serving the notice period, your notice period shall be extended by number of days equal to the number of days during which you remained absent from work in order to ensure proper transition of your work as per the instruction of your Manager.

6.4 If you have undertaken any training, either on specific request by the Company or on your own behest, within three (3) months prior to your date of resignation which is paid for or sponsored by the Company (including any routine vocational training visits to any of the countries that the company or any member or associated companies of Société Générale ("Group") carries on business) then you hereby agree to repay to the Company all such costs that were involved.

6.5 It is clarified and agreed by you that you shall be bound to complete all the pending projects during the notice period and handover charge to your reporting manager. Handing over charge shall include completion of all pending work (except otherwise exempted by the Company), returning all the Company assets, such as ID cards issued to you, passwords to your computer, User ID's, work products/scripts/documents and Company materials etc., in your possession in person. Failure on your part to handover as provided under the terms of your appointment shall entitle the Company to withhold your full and final settlement, relieving letter, and any other certificates that may be requested by you. The Company also reserves the right to seek appropriate legal recourse, including but not limited to claiming damages.

7. Suspension from Duties

7.1 The Company shall have the right to suspend you on any day or part thereof because of your refusal or failure to perform your full range of duties or for misconduct; any such suspension shall be effective from the time the notice of suspension is given to you.

8. Posting

8.1 You will be posted at Bangalore. You may however be required to work at any place of business which the Company has, or may later acquire. However, you may be required to travel for the Company's business at the discretion of the Company and the Company, at its discretion, may require you to furnish a bond. Preparedness to travel on Company work either in India or abroad is a prerequisite for appointment in the Company. This will include possession of a valid passport or consent to apply for a passport immediately on joining the Company.

8.2 Further, during your course of employment you may be assigned any other duties or transferred to any other place as the Company in its discretion may from time to time require or direct.

9. Duties & Responsibilities

9.1 You shall during the stipulated hours of work, diligently perform all duties (including participation in any training program prescribed by the Company) which the Company or any authorized employee may, verbally or in writing, request, order, entrust you to perform. You shall at all times comply with all the rules, regulations and instructions laid down or given by the Company for the guidance of its employees and relevant to the employment and/or appointment held by you.

9.2 Further, you shall be responsible for the safekeeping and returning in good condition and order, all Company's property, which may be in your use, custody or charge.

9.3 Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing/tool within fifteen (15) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if provided in accordance with Clause 14 (*Notice*) of this Agreement.

9.4 You represent that your performance of the terms of this Agreement and as an employee of the Company does not and shall not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment by the Company, and you shall not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any of your previous employers or others. You represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and you agree not to enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company).

10. Shifts and Weekly Off

10.1 The Company is engaged in activities of providing services 24/7. Hence, you may be required to work in shifts which includes night shift. The change in your shift plan will be officially notified to you.

10.2 You are entitled to 2 days weekly off as per the current Company policy, which is subject to change from time to time.

11. Conduct & Compliance

11.1 **Conduct:** It is expected of you to display and demonstrate honesty and exemplary conduct at all times. It is important to be a vigilant guardian of our values and ethics, and to safeguard the reputation of the Societe Generale Group. You are therefore expected to familiarize yourself with and fully respect the Code of Conduct and other policies & procedures of the Company made available to you at the Company's intranet. The Company shall direct you to pay and make good the loss suffered by any fellow employee, any customer of the Company or any other third party due to unacceptable acts committed by you, whether dishonestly, knowingly, unknowingly, inadvertently or fraudulently. Further, you shall be solely responsible and liable for any damage caused by you towards the property of the Company. The Company in such instances shall recover such sum it considers appropriate towards the loss suffered.

11.2 **Conflict of Interest:** You shall confine yourself from any situation that would create a clash between your self-interest and professional or public interest. You are required to maintain professional relationship with all vendors, clients, partners and other personnel during the course of employment. It is expected of you to notify to "Compliance / HRBP", if you encounter any conflicting situations or positions during the course of your employment.

11.2.1 **Outside Employment & Directorship:** You shall devote the whole of your time and attention and abilities to carrying out your duties under this employment. You shall declare, in writing, any outside directorships you may hold at the date of your employment. You shall not be permitted to take up outside employment for remuneration or further outside directorships without the prior written approval of your immediate line Manager, the Business Head and a notification to Compliance team. If, during the term of your employment, you undertake such outside employment without prior approval, you shall be liable to immediate dismissal.

11.2.2 **Acceptance of Gifts / Commission, etc.**, You shall neither accept or offer any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealt with the Company and if you are offered any, you should immediately report the same to the Compliance and your immediate line Manager.

11.2.3 **Personal Account Dealing:** You shall ensure that any personal transactions in securities on the stock markets, shall be carried in accordance with the Staff Personal Account dealing Procedure Code that is made available to you in the Company intranet. Any breach of this clause constitutes gross misconduct and is grounds for immediate dismissal.

12. Non-Disclosure of Information

12.1 You shall not, at any time hereafter, without the written consent of the Company, divulge, disclose or utilize Confidential Information of the Company, which you may have access to or you come across during your course of employment. You shall not use or utilize Confidential Information of the Company for any purpose other than the Company's business. You shall be bound by further confidentiality obligations and other obligations as per the policy.

12.2 **"Confidential Information"** shall mean all proprietary information of the Company including but not limited to commercial, technical and artistic information relating to the Company, business, operation, maintenance and promoting of its own services, programming techniques, experimental work, customers, clients and vendors of the Company, financial information, marketing plans, business plans, project plans, information relating to, operating income, customer lists, price calculation models, software, hardware, source code, object code and other forms of binary files, technology, methods, documentation, designs and materials and general trade secrets of the Company and Intellectual Property of the Company, as well as any other information labeled "Confidential" by the Company or accessible to or provided to you or developed by you solely or jointly with other employees or consultants of the Company pursuant to the performance of your obligations as an employee of the Company, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. Information relating to the customers, suppliers and agents of the Company shall be deemed to be Confidential Information of the Company.

12.3 You shall indemnify and keep indemnified the Company for all damages, losses, claims, liabilities, costs or expenses that the Company incurs or may incur as a result of any violation by you of the above terms and conditions.

12.4 Notwithstanding anything contained above, as damages may not be a sufficient remedy for any breach under this Agreement, the Company is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

13. Intellectual Property Rights

13.1 You hereby acknowledge and agree that any copyrightable works prepared by you within the scope of your employment are "works for hire" under the Indian Copyright Act, 1957 and under international copyright laws and that the Company shall be considered the owner of such copyrightable works. You agree that all Inventions and Intellectual property and other rights related thereto that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by you for the Company, or (c) relate to the Company's business or current or anticipated research and development, shall be the sole and exclusive property of the Company and are hereby irrevocably assigned by you to the Company.

13.2 You hereby agree to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("**Inventions**") and Intellectual Property that you make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of your employment, whether or not in the course of your employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets.

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

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

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

13.6 You hereby represent and warrant that you will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by my reporting Manager in the Company.

You represent and warrant that you have not violated the Intellectual Property Rights of any third party, and covenant that you shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for your violation of any Intellectual Property Rights, you undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.

14. Notice

14.1 Any notice to be given under this Agreement shall be sufficient:

(a) when given by the Company – if it is given in writing by an authorized employee, such notice shall be deemed to be properly served by either delivering it to you personally or by posting the same by Registered Post to your last known or usual place of residence notified by you to the Company.

(b) when given by you – if it is in writing signed by you and delivered to the Manager or acting Manager in charge of the office or to an authorized officer or delivered or sent by Registered Post (addressed to the company) to an authorized employee to whom you are responsible.

15. Non-Solicitation

15.1 During your employment with the Company and for a period of six (6) months thereafter you shall not solicit any employee of the Company to leave their employment in order to join the organization you will be employed with immediately post your resignation with SG GSC or any other entity that is affiliated to the organization you will be employed with. You shall also not directly or indirectly on behalf of your employer post your resignation from SG GSC solicit or entice any customers or potential customers away from the Company.

16. Authenticity of Information, Documents and References

16.1 You declare that:

(a) the information contained in your bio-data is true and correct and it is hereby agreed that if the information provided is false or misleading then the Company shall be at liberty to terminate your employment with or without notice and with or without payment of salary in lieu of notice in the Company's absolute discretion.

(b) You have no criminal record nor have any criminal or civil actions been initiated against you, at any time, which you have not disclosed to the Company and you have declared to the Company any technical breaches of any security laws or regulations

(c) Further, you shall submit to us a relieving letter from your present employer before your appointment takes effect. You must produce a true copy of your original degree certificate & marks card, along with the original testimonials in respect of your experience. Failure to do so without good reason will nullify your appointment. The Company reserves the right to make appropriate enquiries about you to the referees given by you or any other person deemed fit.

17. Fitness

17.1 You shall promptly disclose to the Company the nature of any serious medical illness or disease which you may have contracted which is likely to endanger the health or safety of any other employee or client of the Company.

18. Use of SG Internal Tools and Applications

18.1 Post your appointment with the Company, you shall have access to SG internal tools and applications ("**SG Tool**") and the following shall be observed:

(a) That the SG Tool shall be used for official purposes only. You shall not be entitled to use this facility for unofficial purposes. If you do so, you shall do so at your own risk and consequences follow.

(b) Since all correspondences, information, conversations pertain to official purposes, all such correspondences, information, conversations shall be recorded, screened and if need be investigated. Please note this also applies to instances where you may be unauthorizedly using the SG Tools for unofficial purposes.

(c) You are prohibited from disclosing and sharing internal topics that are confidential and sensitive to the Company on social media. You shall be personally liable and responsible for all contents published online whether privately or professionally. All contents published by you shall be internally monitored and retrieved for the purpose of any investigation. Please note, this shall not be considered an invasion of your privacy.

19. Retirement

19.1 You will retire from the services of the Company on the last day in the month in which you attain your 60th birth anniversary.

20. Governing Law

20.1 Your employment shall be governed by and construed in accordance with the laws of India and the courts of Bangalore shall have the jurisdiction, to the exclusion of any other Courts that may have jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.

21. Company's Policies and Guidelines

21.1 During employment you are subject to rules and regulations and policies of the Company, as made applicable by the Company and revised at the Company's discretion from time to time, irrespective of whether such details are individually notified to you. You are requested to keep yourself up-to-date with such information from the Company intranet/company manual. You shall be liable to face action from the Company if you are found in violation of the same.

22. Processing of Personal Information

22.1 The Company processes your personal data as may be necessary for the proper administration of the employment relationship, both during and after your employment. This will principally (but may not exclusively) relate to personnel, administrative, payroll, performance management and appraisal matters. They will be disclosed, for that purpose, to your hierarchy, as well as, if necessary, to specially authorized service providers in the limit necessary for the performance of the tasks which they are entrusted with.

22.2 Administrative data may be disclosed to:

(a) The entities of the Société Générale Group entrusted with the administrative management of your employee file,
(b) To the Group entities aimed at in your mobility demands,
(c) To the Group headquarters in France for HR steering management purposes and management of careers.
(d) To third parties and entities outside the group, provided one or any of the businesses of the Group undergo a structural change that would result in a merger, acquisition, spinoff etc.,

22.3 Processing operations may also require the transfer of your personal data to the headquarters of Société Générale Group situated in France or to other entities of the Group specially appointed for hosting purposes and pooling of computer means. You have the right to access your personal data and, in case data are incorrect or out of date, modify, correct and delete your personal data. You may, on legitimate grounds, object to the processing of your personal data.

22.4 Acceptance of this appointment letter shall be treated as your consent for SG GSC to process your personal data as may be specified herein above and no specific consent is required to be obtained from you personally to process your personal data on the occurrence of any of the events specified above.

Yours faithfully,

For **Societe Generale Global Solution Centre Pvt Ltd,**

Mohit Sharma
Head - Talent Acquisition

I accept the above terms and conditions on my own free will and agree to be bound by the above-mentioned terms and conditions.

Signature Nishtha
Candidate Name: Nishtha Khurana

Date: July 12, 2021

SOCIETE GENERALE

Global Solution Centre

Name : Nishtha Khurana

Role Title : Software Engineer

Annexure: Salary Entitlement - 2021

S. No.	Salary Components	Amount in INR Per Annum
1	Basic	200,000
2	Cash Allowances House Rent Allowance (max 40% of Basic Salary for Non Metro & max 50% of Basic Salary for Metro) Telephone Reimbursement (max 36000/- per annum) Leave Travel Assistance (max 30000/- per annum) Additional Food Coupons (max 14400/- per annum) Children Education Allowances (max 2400/- per annum) Balance of allowances will be paid as Taxable Allowances	200,000
Gross Salary		**400,000**
3	Provident Fund	24,000
4	Gratuity	9,620
Gross Salary + Retirals		**433,620**
5	Variable Pay *	33,333
Cost to Company		**466,953**

Note:

a. • All reimbursements will be governed by the Income Tax laws in place and as may be amended from time to time
• Statutory benefits such as Provident Fund and Gratuity etc., will be paid as per the applicable regulations
• Any other allowance payable shall be as per the company policy.

b. **Variable Pay ***

You will be entitled to a variable pay based on your individual and the Group's performance for the year. Should you join us between October 01st and December 31st of the year, your entitlement to variable pay will commence from the beginning of the subsequent calendar year. Disbursement of variable pay, which is at the absolute discretion of the company, is along with the payroll for the month of March, in the following year.

c. **Benefits**

i. (You would be entitled to avail the below mentioned benefits, which is governed by the prevailing company policies)

Detail	Maximum Coverage Amount
a. Food Coupons (per annum)	12,000
b. Bus Pass/Parking/Others (per annum)	16,800

ii. Insurance Benefit for Health and Personal Accident Cover - applicable as per company policy.

Detail	Maximum Coverage Amount
a. Group Mediclaim (coverage for self, spouse, child and parents) Top up option is available for Group Mediclaim (Family Floater basis) at subsidized premium borne by the employee (1 lakh, 2 lakhs & 3 lakhs)	300,000
b. Group Personal Accident (Coverage for self only)	500,000
c. Group Term Life Insurance (Coverage for self only)	1,500,000

iii. Relocation Assistance

a.Economy Air travel fare from existing work location for self and family, i.e. spouse, children and dependent parents (max 4 members).
b. One time relocation/settling reimbursement of INR 35,000/-
c. Lodging expenses for up to 14 days in a company approved guest house for self and family for relocation for a max 4 members.
* Relocation Assistance benefits will be recovered from the employee on separation of the company within a period of 1(one)year from the date of Joining.

You hereby acknowledge that this offer is subject to a background verification to be conducted by the company. On background verification, if any information provided by you is found to be false, the company at its discretion may terminate your services with immediate effect.

Accepted

TATA

Offer: Computer Consultancy
Ref: TCSL/CT20203359450/Delhi
Date: 13/01/2021

Ms. Abhilasha Bhatnagar
Hno. 784Sector-9,
Huda,
Ambala-134003,
Haryana.
Tel# 91-852970365

Dear Abhilasha Bhatnagar,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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

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

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

11. **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.

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TATA

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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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

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*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.

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET

Annexure 1

Name	Abhilasha Bhatnagar
Designation	Assistant System Engineer-Trainee
Institute Name	Banasthali Vidyapith, Jaipur

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

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

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

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

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

(d) Customer and prospective customer lists, and

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

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

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

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

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

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

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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

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

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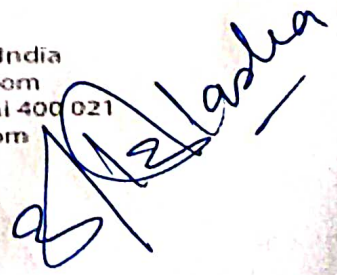

Offer: Computer Consultancy
Ref: TCSL/DT20207345522/Bangalore
Date: 19/03/2021

Ms. Arandhya Lalit Chaturvedi
H I G-282, Sector-16 ,Avas Vikas Colony,
Sikandra,
Agra-282007,
Uttar Pradesh.
Tel# -

Dear Arandhya Lalit Chaturvedi,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be **₹1,90,926/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, this offer is liable to lapse at the discretion of TCS 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 and you meeting the TCS eligibility criteria.

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 **₹7,950/-** per month.

Chaturvedi

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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 **₹3,180/-** 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. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹0/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **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 **₹1,500/-**. 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.

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

OTHER BENEFITS

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

HIS offers the following benefits:

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

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

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

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

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

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

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

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

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from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of 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 50% 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. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Program 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 program, 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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

Chaturvedi

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8. **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.

9. **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.

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 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.

11. **Terms and Conditions**

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

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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.

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.

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

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including termination of traineeship/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

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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. 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.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.

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.

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET

Annexure 1

Name	**Arandhya Lalit Chaturvedi**
Designation	**Graduate Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,950	95,400
Bouquet Of Benefits #	4,343	52,110
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	954	11,448
Gratuity	362	4,569
ESI Contribution##		5,379
Total of Annual Components & Retirals	1,336	20,037
TOTAL GROSS	15,129	1,90,926

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.

##Contribution towards Employees' State Insurance borne by TCS.

*** 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.

Component Category	Monthly	Annual
House Rent Allowance	3,180	38,160
Leave Travel Assistance	663	7,950
Food Card	500	6,000
Personal Allowance	0	0
GROSS BOUQUET OF BENEFITS	4,343	52,110

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. **Associate's Obligations**

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

3. **Intellectual Property Rights**

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

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

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

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

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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

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

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TCS Careers Service Phone: (800) 209 3111 Email: careers@tcs.com

Offer: Computer Consultancy
Ref: TCSL/CT20203352678/Delhi
Date: 30/10/2020

Ms. Bharti Gupta
House No.-204, Vishwakarma Hata, Nehru Nagar, Sapna Cinema Road, Ara, BhojpurNehru Nagar, Vishwakarma Hata,
Ara-802301,
Bihar.
Tel# 91-9097781772

Dear Bharti Gupta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL).You have successfully completed our initial selection process 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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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.

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4. **Personal Allowance**
   You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of INR **4,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus
Your Performance Bonus will be INR **3,200/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

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

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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. 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

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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

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- 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.

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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.

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

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

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Bharti Gupta**
Designation	**Systems Engineer**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Performance Bonus*	3,200	38,400
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis.

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

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

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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

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

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

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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

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

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Offer: Computer Consultancy
Ref: TCSL/CT20203317852/Delhi
Date: 29/10/2020

Ms. Deeksha Agarwal
96/215/1Old Ganesh Ganj,
Near Arya Samaj Mandir,
Lucknow-226018,
Uttar Pradesh.
Tel# -

Dear Deeksha Agarwal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL).You have successfully completed our initial selection process 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.

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4. **Personal Allowance**
   You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of INR **4,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus
Your Performance Bonus will be INR **3,200/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

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

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE
You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE
You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

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

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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. 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

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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

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- 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.

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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.

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

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

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Deeksha Agarwal**
Designation	**Systems Engineer**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Performance Bonus*	3,200	38,400
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis.

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

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

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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TCSL/CT20203317852

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

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

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

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

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

(d) Customer and prospective customer lists, and

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

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One for my master.

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

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

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

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

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

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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

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

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Deeksha

Offer: Computer Consultancy
Ref: TCSL/DT20207090305/Delhi
Date: 12/01/2021

Ms. Esha Garg
Ashok Kumar And Brothers ,Naya Bazar ,Ujhani(Budaun).
Shri Narayan Ganj,
Ujhani-243639,
Uttar Pradesh.
Tel# 91-9719346771

Dear Esha Garg,

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 **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹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 ₹6,000/- 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. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of ₹1,035/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **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

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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

9. **Confidentiality Agreement**

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

10. **Service Agreement**

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

11. **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.

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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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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

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*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.

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Esha Garg**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

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

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

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

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

(d) Customer and prospective customer lists, and

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

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

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

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

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

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

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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

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

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Offer: Computer Consultancy
Ref: TCSL/DT20207088810/Delhi
Date: 10/01/2021

Ms. Mansi Singh
Vill Bishunpura ,Po Bakhara(Up)Gauri Bazar,
Gauri Bazar,
Deoria-274202,
Uttar Pradesh.
Tel# -

Dear Mansi Singh,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

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

Mansi Singh 1

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

Mansi Singh

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PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
   Either during the period of your traineeship or during the period of your employment as a

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. 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.

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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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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

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*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.

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET

Annexure 1

Name	**Mansi Singh**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

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

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

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Annexure 2

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

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Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

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

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

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

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

(d) Customer and prospective customer lists, and

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

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

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

Mansi Singh

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

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

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

7. **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.

Manni Singh

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

Mani Singh

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

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

Manvi Singh

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Offer: Computer Consultancy
Ref: TCSL/DT20207089914/Delhi
Date: 12/01/2021

Ms. Mini Bharadwaj
76,Shah MahmoodStation Road,
In Front Of Islamia Inter College,
Etawah-206001,
Uttar Pradesh.
Tel# -

Dear Mini Bharadwaj,

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 **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹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 **₹6,000/-** 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. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹1,035/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **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

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

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

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. 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.

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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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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

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*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.

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

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

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Mini Bharadwaj**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207067176/Delhi
Date: 29/10/2020

Ms. Muskan Kashyap
Ward-7,Bujuruk,Berhna ,BarhWard-7, Bujuruk Tola Berhna, Barh,
Shiv Shakti Sarovar,
Patna-803213,
Bihar.
Tel# -

Dear Muskan Kashyap,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹**14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be ₹**5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹**500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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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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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

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*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.

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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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Muskan Kashyap**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207090537/Delhi
Date: 13/01/2021

Ms. Prachi Agrawal
Pili KothiPili Kothi Kila,
Kila,
Etah-207302,
Uttar Pradesh.
Tel# -

Dear Prachi Agrawal,

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 **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions).You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹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 **₹6,000/-** 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. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹1,035/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **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

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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Tata Consultancy Services Limited
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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board /University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS.This Confidentiality Clause shall survive the termination or earlier determination of this Appointment.The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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(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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Prachi Agrawal**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
   Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
   Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
   Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203396092/Delhi
Date: 09/01/2021

Ms. Prachi Varshney
1, Prabhat Nagar ColonyThana Gandhi Park,
Dhanipur Mandi,
Aligarh-202001,
Uttar Pradesh.
Tel# -9045253457

Dear Prachi Varshney,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE
You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES
You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Prachi Varshney**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203301209/Delhi
Date: 10/01/2021

Ms. Priyanka Kumari
17213,
Karkardooma Village,
East Delhi-110092,
Delhi.
Tel# 91-9958328667

Dear Priyanka Kumari,

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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Priyanka Kumari

Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Priyanka Kumari**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207088391/Delhi
Date: 12/01/2021

Ms. Radhika Dubey
250 A Vikas Nagar, Kanpur,
Vikas Nagar,
Kanpur-208024,
Uttar Pradesh.
Tel# -

Dear Radhika 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 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 **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions).You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹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 **₹6,000/-** 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. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹1,035/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **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

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board /University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS.This Confidentiality Clause shall survive the termination or earlier determination of this Appointment.The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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(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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Radhika Dubey**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203299065/Delhi
Date: 30/10/2020

Ms. Sakshi Joshi
B-66, C.F.C.L TownshipUttam Nagar,
Gadepan,
Kota-325208,
Rajasthan.
Tel# 91-9521603168

Dear Sakshi Joshi,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE
You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES
You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Sakshi Joshi**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203359437/Delhi
Date: 09/01/2021

Ms. Shivangi Singh
Pratap Bhawan, Near Govt School,R.N .College Road,
Chhoti Marai Chowk,
Hajipur-844101,
Bihar.
Tel# 91-9113494527

Dear Shivangi Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE
You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES
You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Shivangi Singh**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207090424/Delhi
Date: 30/10/2020

Ms. Shivangi Na
Gomati Niketan Vashisth Gali Dhaulana, Hapur,
Dhaulana,
Dhaulana-245301,
Uttar Pradesh.
Tel# -

Dear Shivangi Na,

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 **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions).You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹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 **₹6,000/-** 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. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹1,035/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **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

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amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board /University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS.This Confidentiality Clause shall survive the termination or earlier determination of this Appointment.The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. 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.

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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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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

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*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.

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(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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Shivangi Na**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Banasthali**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
   Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
   Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
   Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203359477/Hyderabad
Date: 02/11/2021

Ms. Sonalika Raj Laxmi
Munka Bagicha, Near K.D. Children School,
Dr. Bhabha Marg,
Hazaribag-825301,
Jharkhand.
Tel# -

Dear Sonalika Raj Laxmi,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

BASIC SALARY
You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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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 recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. **Training Period**
   You will be required to undergo class room and on the job training in the first twelve

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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

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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

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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.

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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 :

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*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training.The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

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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 Â recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Sonalika Raj Laxmi**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207088789/Delhi
Date: 19/04/2021

Ms. Saloni Mittal
Type 3,2/2 World Bank Colony RoorkeeMohalla Soth,
Near Tube Well,
Roorkee-247667,
Uttarakhand.
Tel# 91-9634482991

Dear Saloni Mittal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a role in the **TCS Digital (TCS Digital)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹7,30,034/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

House Rent Allowance (HRA)
Your HRA will be **₹7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA

Leave Travel Allowance
You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

Personal Allowance
You will be eligible for a monthly personal allowance of of **₹19,373/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

Food Card
You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the

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components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹4,500/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹3,300/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of **₹70,000** payable to you on an annual basis. This component is in appreciation of continuity of service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

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XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans

You will be eligible for loans, as per TCSL's loan policy.

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Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships
You will be eligible for reimbursement of expense-s towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Relevant Experience**
   As per the recommendation of our management review panel, out of your total experience, 0.0 years are being considered to be relevant to the business of our organization.

   At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your

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final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

3. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

4. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

5. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory.

6. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

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7. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

8. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

9. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

10. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

11. **Confidentiality Agreement**
As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. **Overseas International Assignment Agreement**
If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and

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customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

In an event if the traineeship is discontinued/terminated no notice or payment in lieu thereof shall be payable by TCSL. Upon Confirmation, during your tenure with TCSL, either you or TCSL can terminate the appointment by giving 90 calendar days' written notice or three months' basic salary in lieu of the notice. If your services, behavior and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's

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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

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documents

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

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(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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Saloni Mittal**
Designation	**Systems Engineer**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	28,623	3,43,476
2) Performance Pay		
Monthly Performance Pay	4,500	54,000
Quarterly Variable Allowance*	3,300	39,600
3) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
4) City Allowance	400	4,800
TOTAL GROSS	54,345	7,30,034
Xplore/ Learning Incentive**		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	19,373	2,32,476
GROSS BOUQUET OF BENEFITS	28,623	3,43,476

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
   Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
   Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
   Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20207089937/Delhi
Date: 30/10/2020

Ms. Somya Singhal
37 Ankit ViharPachenda Road,
Near Pappu Atta Chakki,
Muzaffarnagar-251001,
Uttar Pradesh.
Tel# 91-9149253858

Dear Somya Singhal,

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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Somyas 19-05-21

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.

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4. **Personal Allowance**
You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of INR **4,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus
Your Performance Bonus will be INR **3,200/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE
You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE
You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES
You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

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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. 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

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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

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- 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.

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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.

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(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET

Annexure 1

Name	Somya Singhal
Designation	Systems Engineer
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Performance Bonus*	3,200	38,400
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive**		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	**26,522**	**3,18,264**

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**
   "Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

   (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

   (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, usė and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

   (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

   (d) Customer and prospective customer lists, and

   (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**
Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**
Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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19-05-21

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Offer: Computer Consultancy
Ref: TCSL/DT20207088808/Delhi
Date: 09/01/2021

Ms. Shruti Aggarwal
House No.11 , Mohalla No.12 Jalandhar CanttHouse No.11 , Mohalla No.12,
Jalandhar,
Jalandhar-144005,
Punjab.
Tel# 91-9877254877

Dear Shruti Aggarwal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

Kauti Aggarwal

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of ₹**1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be ₹**600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹**200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

Smriti Aggarwal

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

Smriti Aggarwal

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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.

Srishti Aggarwal

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's

Shruti Aggarwal

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.

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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

Jagruti Aggarwal

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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

Jyuti Aggarwal

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*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.

Swati Aggarwal

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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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Shruti Aggarwal

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Servicedline: 1800 209 3111 Email: careers@tcs.com

Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET

Annexure 1

Name	**Shruti Aggarwal**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

Smriti Aggarwal

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20203359522/Delhi
Date: 11/01/2021

Ms. Tanvi Tanvi
Wz-187 A, Flat No.001, Giriraj AppartmentGali No.2 , Sadhnagar, Palam Colony,
Near Gurudwara,
New Delhi-110045,
Delhi.
Tel# 91-9868385489

Dear Tanvi Tanvi,

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.

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4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,200/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,200/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

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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. 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

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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

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- 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.

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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.

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(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Tanvi Tanvi**
Designation	**Systems Engineer**
Institute Name	**Banasthali Vidyapith, Jaipur**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Performance Bonus*	3,200	38,400
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**
   Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**
   Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**
   Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **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.

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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 of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Fax: +91 40 2311 7011

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connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001, India
CIN L64200MH1986PLC041370

Ref: 826324/1998641/ELTP **10-DEC-2021**

Ms. Preeti Rajesh Goyal
Delhi (Del) - 110092
Mobile: 9664413649

Subject: Offer of Appointment

Dear **Ms. Preeti Rajesh Goyal**

It is our pleasure to welcome you to **Tech Mahindra Limited.**

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**. However, in the current COVID situation, the Company hereby allows you to work from your hometown or any other place in India. However you shall be required to report to your base location as and when required by the Company. Any travel for official work must be in strict compliance with the prevailing travel policy of the Company. While you are working from home, if you wish to travel outside India in your personal capacity, you shall inform in advance in writing to your reporting manager and Business HR SPOC. You may be permitted to travel outside India only after approval of your reporting Manager and BHR lead.

2. You will be on probation for a period of **3 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement**"(**ELITE**) will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.

3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.

4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only).** Please refer **Annexure B** for details on the compensation and statutory deductions.

5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

6. This offer is valid subject to your fulfilling the following:-

   - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
   - Meeting the set eligibility criteria at the end of your academic course
   - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
   - Submission of all necessary legal documentation pertaining to your employment.

Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 3063 6363
Fax: +91 40 2311 7011

techmahindra.com
connect@techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400001, India
CIN L64200MH1986PLC041370

7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/-** (**Rupees One Lakh Only**). As per the bond you will be required to serve the Company for a minimum period of **2 years** from the date of your joining. Your joining to Tech Mahindra will be subject to successful submission of all mandatory documents, failing which the company reserves the right to withdraw your employment offer. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **INR15,000/-** (**Rupees Fifteen Thousand Only**) towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.

8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.

9. You are required to join on **16-DEC-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.

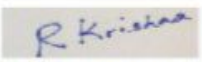
10. You are requested to report to **Shikha Sharma** at **9:00 AM** through Virtual Joining Process to complete the joining formalities at **TECH MAHINDRA LTD, PLOT NO. 58 A&B, NSEZ, NOIDA, INDIA**., You are required to submit soft copies of the original documents as per **Annexure D** to the recruiter and HR Team respectively.

11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency. In case of any discrepancy in your background verification, the Company shall, in its absolute discretion, withdraw this Offer or terminate your employment with immediate effect, without any notice pay, by giving you a written notice thereof.

12. This Offer is issued to you based on the information provided by you in your application form along with the supporting documents to be submitted within the timelines as stipulated in as per Annexure ?D. In case the Company notice any discrepancy and/or incorrect information in your application form or you fail to submit your supporting documents for background verification within one week of receiving the offer or within 72 hours of joining whichever is earlier , the Company shall, in its absolute discretion, withdraw this Offer or terminate your employment with immediate effect, without any notice pay, by giving you a written notice thereof.

13. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **16-DEC-2021.**

For Tech Mahindra Limited



Krishna Ramaswami
Head - Resource Management Group

Thales DIS Technology India Private Limited
Berger Tower, 3rd - 8th Floors,
Plot No. C - 001A/2,
Sector - 16B, Noida - 201301,
Uttar Pradesh, India
Tel.: +91 120 40 20 555
Fax: +91 120 40 20 666
www.thalesgroup.com

2 August 2021

Bhumika Rupera

56/41, Rajat Path, Mansarovar, Jaipur, Rajasthan 302020

Re: Letter of Appointment

Dear Bhumika,

Thales DIS Technology India Private Limited*(Thales Group Company), (hereinafter referred to as the "Company") is pleased to issue this Letter of Appointment to you, for full time employment, Your Business Title will be* ***"Software Engineer",*** *subject to your acknowledgment and acceptance of the terms and conditions set forth below:*

1. Qualifications:

1.1 The employment offered herein is based on your representation that you hold the necessary skill and that the other additional information given in your Resume or CV is true and correct. If you are subsequently found not to hold these qualifications or to have made any misrepresentation in the resume/CV or other information or documents provided in the course of your employment interview and interaction or in the course of the completion of joining formalities and procedure in the Company, your employment will be terminated forthwith.

1.2 The information provided by you in your Resume or CV or in the course of your employment interviews and interaction with the Company or in the course of completing the joining formalities and procedure of the Company including any documents provided by you during such process are subject to employment screening. Your employment in the company will be subject to successful and satisfactory completion of such screening process.

2. Job Description:

2.1 Your job description and performance expectations are set forth in Schedule I hereto, the terms of which are deemed to be reiterated and incorporated in full herein by reference. The job description set forth in Schedule I should not be regarded as exhaustive. You may be required to undertake additional tasks as per the requirements & directions of the Company. The Company reserves the right to modify or revise the job description, as found necessary and appropriate, at any point of time including in the case of your subsequent promotion, transfer or posting on deputation.

2.2 You shall report to "Manager, Engineering" and take instructions for the performance of your job duties from your reporting Manager. Your reporting Manager may be changed in the course of your employment with the Company. You shall abide by directions and instructions issued by the Company, specifically or generally, in relation to your employment.

2.3 You are expected to perform your duties to the satisfaction of the Company. Further you shall diligently and faithfully perform such job duties and functions in accordance with your role, as instructed, and should at all times use your best endeavors to further the best interests of the Company. You will act at all times in consideration of the needs of the Company's customers and your colleagues and comply with the provisions of the Employment Manual on behavior and standards of conduct.

2.4 You are required not to accept or engage in other employment of any nature whether full time or part time or on a consultancy basis, either directly or indirectly while in the employment of the Company, including while on leave. As an employee, you have a duty of Integrity and loyalty to the Company and are expected not to work, directly or indirectly for the interests of another person or entity while in the employment of the Company.

3. Salary and Benefits:

3.1 You will be entitled to the salary and benefits set forth in Schedule II the terms of which are deemed to be reiterated and incorporated in full herein by reference, subject to deduction of applicable income tax at source as provided under law and deduction of any other amounts owed to the Company.

3.2 You will also be entitled to the additional benefits provided under the applicable law and the Company policy, as set forth in the Employment Manual, as amended from time to time. Your benefits may be renewed and/or revised from time to time.

3.3 Your salary may be reviewed from time to time at the discretion of the Company. You may be granted an increment in salary based upon evaluation of your merit and performance by the management of the Company. However, such review and grant of any increment shall be subject to the absolute discretion, control and decision of the Company. The company may take such decisions based on any considerations that it treats relevant for such purpose.

3.4 You shall keep your salary matters strictly confidential and shall not disclose or discuss with other staff members other than your managerial hierarchy in relation with your employment.

4. Days & Hours of Work:

4.1 The standard workweek is 5 (five) days from Monday to Friday, and generally consists of 45 hours (including lunch break). Office hours are from 8 am to 7 pm. You are required to work and be available for the 9 hours work schedule (including lunch break), during the working hours of 8 am to 7 pm, unless there is a requirement to work different hours due to shifts / projects/ customer requirements. You may be allowed to schedule your work between these office hours with the permission of your manager and the needs of your department, which may vary in due course.

4.2 The days of the work week (including the number of days) may vary based on Management's discretion, customer requirements or/ and project's requirements at any time during the course of your employment.

4.3 For project, site offices and JV's, the days and hours of work shall be decided as per customer or JV Partners requirements.

5. Leave and Holidays:

5.1 You will be entitled to leaves and holidays as per applicable law and Company policy set forth in the Employment Manual. The Company retains its discretion to modify its Policy in relation to the Leave & Holiday, from time to time within the provisions of applicable statutory framework.

6. Location, Transfer and Deputation:

6.1 The initial employment offered herein is at the offices of the Company in Noida. The Company shall have the right to transfer the employment, at any time, to any other location at which the Company may have presence in India.

6.2 In the course of your employment with the Company, you may also be required to travel to and perform your services at different locations, in India and abroad, as per the requirements of the business of the Company.

6.3 The Company currently has presence in New Delhi, Noida (UP), Ahmedabad, Bangalore (Karnataka), Mumbai (Maharashtra), Hyderabad (Andhra Pradesh), Gwalior (Madhya Pradesh), Vizag (Andhra Pradesh), Gurgaon (Haryana), Chennai (Tamil Nadu). You may be transferred/relocated to any of the above or any other new locations/offices of the Company where it may have presence in India subject to the Company's policy on relocation set forth in detail in the Employment Manual.

6.4 In case of transfer from one location of the Company to another, you will be automatically governed by the specific rules & regulations at the location of transfer and policies, as may be applicable at such location.

6.5 The Company is a part of Thales group of Companies and has also entered into Joint ventures with other Companies and you may be required to work at or be transferred to and be employed in such group company or joint venture or be seconded to such group company or joint venture.

6.6 You may also be required to work at any Project site or Client/Customer locations or at location of prospective Clients and Customers or prospective Joint Venture partners.

6.7 Your deployment, posting, transfer or deputation to the abovementioned location and entities (i.e. other group Company, JV or Client/Customer location etc.) may be temporary or permanent as per the requirements of the Company.

6.8 In the event you are required to join any of the Company's Joint Venture, your employment with company will end and you will be issued a new appointment letter as per terms & conditions of the Joint Venture.

6.9 In the event of such transfer, deployment, deputation or secondment, as mentioned above, the terms and conditions of your employment will be no less favorable than as set forth in this Letter of Appointment.

6.10 In the event you refuse to join and perform your services at such locations or with such entities, as mentioned above, as and when required, your employment may be terminated and any such termination shall not give rise to any claims for damages or other compensation against the Company.

Re: Pandemic and other Emergent Circumstances beyond the control of the Company

6.11 As and when necessary, including in a situation of a pandemic or other similar emergent situation which are beyond the control of the Company, you may be required to perform your services working from home or other locations as directed by the company having regard to the special circumstances necessitating such measures. In such circumstances, you shall be required to cooperate with the Company and may be required to make all necessary arrangements including equipment, connectivity etc. so as to be accessible and approachable by the company for performance of your services for them. In the event that the Company is not in a position to continue its business activities at a location where you are deployed or posted in the course of your employment with the Company or even by employing your services from home or other alternate location, then you may be required to avail your accumulated earned leaves and continue to remain on leave

for further period till resumption of the business activities of the Company at such location as per terms and conditions that may be determined by the Company to deal with such emergent situation.

7. Probationary Period:

7.1 Your employment shall be on a probationary basis for a period of Six (6) months commencing as of the date of your joining the services with the Company Your probation period may be extended in writing for a further period(s) up to six (6) months as may be determined by the Company in its discretion.

7.2 During the probationary period, the appointment may be terminated by the Company or by you, without providing any reason, by giving one (1) month notice or salary in lieu thereof.

7.3 On the completion of the probationary period, the Company, based on your performance and compliance with the Company's expectations, shall determine if your appointment should be confirmed on regular basis and shall notify you of its decision in writing within thirty (30) days after the completion of the probationary period. The confirmation of appointment shall not be automatic upon the completion of the probationary period.

7.4 After completion of the probation period appointment, this employment contract may be terminated in accordance with the provisions of clause 9 hereof.

8. Performance Improvement Plan:

8.1 If at any time, after the successful completion of your probation period and in the course of your employment with the Company, it is observed that you are not carrying out your work up to satisfactory standards or in a satisfactory manner, you may be required to undergo a performance improvement plan (PIP). Further details in relation of the performance improvement plan are explained in the employment manual.

9. Termination

9.1 Termination of Employment by the Company-

(a) The Company can terminate your employment, at its sole discretion and without specifying any cause, by giving two (2) months prior written notice.
(b) The Company also reserves the right to terminate your employment at any time for failure to meet the performance expectations set forth from time to time, in the sole discretion of the Company upon the provision of two (2) months prior written notice
(c) The Company reserves the right to terminate your employment immediately, at its sole discretion, in the event that the Company finds evidence of any act of fraud, dishonesty, misconduct, criminal activity, misuse of company property, or any serious or persistent breach of the employee's terms and conditions of employment.
(d) In the event your conduct gives rise to disciplinary issues, the Company may undertake action against you. The Company reserves the right to terminate the services in case of serious & continuous insdisciplinary conduct.

(e) Upon cessation of your employment with the Company for any reason whatsoever, you shall return to the Company its assets, all documents, data, materials, Software, books and equipment etc. of the Company, which may be in your possession.

9.2 Termination of Employment by Employee-

(a) At any point of time, after completion of the probation period, if you wish to terminate your employment with the Company, you may do so by providing the Company with a prior written notice of 2 months.

(b) The Company may, at its discretion, waive the requirement of the employee to serve the notice period against payment of an amount equivalent to the employee's salary of 2 months in lieu of the notice by the employee.

10. Employment Manual:

10.1 The Employment Manual is a part of this appointment letter and you will be required to comply with the rules and regulations enforced by the management from time to time in relation to conduct and any matter relating to service conditions contained in the Employment Manual handed over to you simultaneously herewith. The provisions of the Employment Manual, which may be amended from time to time in the course of your employment with the company, either as a consequence of change in applicable laws or change in company policies/directives, are deemed to be incorporated herein by reference and shall form part of the employment contract. You will also be required to comply with any Management's Directives and Thales Policies issued from time to time.

10.2 During the term of the employment, you shall be bound by the provisions of the Appointment letter, the Employment Manual, the Rules, policies and procedures of the Company and other documents of the Company as regulating the terms of engagement of an employee by the Company, as amended from time to time or notified as such to the Employee. All such Rules, policies and procedures framed by the Company including any changes thereof shall be part of the employment agreement between you and the Company.

11. Confidentiality:

11.1 For the purposes of this clause, "Confidential Information" means any proprietary information of the Company, including but not limited to information relating to intellectual property rights, patents, trademarks, copyrights, trade secrets, know-how and the following types of information: technical data, research, product plans, products, services, customer lists, software, developments, inventions, processes, formulae, technology, designs, manufacturing activity, drawings, engineering,

hardware configuration, marketing, finance, dealings or other business information disclosed to you by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.

11.2 In the course of your employment with the Company, you may be made privy to Confidential Information relating to the Company including trade secrets and intellectual property rights. You shall not, directly or indirectly, during the Term or thereafter, reveal, disclose or make known to any person or entity or use for your own benefit or the benefit of any third person any Confidential Information of the Company acquired during the course of employment. You shall not use or attempt to use any such information in any manner which may injure or cause loss, directly or indirectly to the Company or any of its affiliated group companies. Upon the termination of your employment, you will be required to surrender to the Company all books, materials, papers, documents and any other property entrusted to you in the course of employment. The confidentiality obligations herein survive the termination of employment with the Company for an indefinite period thereafter.

11.3 You shall not download or install any software/images/data on Company's equipment from any source or medium nor use them, without express consent from the authorized officer of the company. Such material could be pirated, contain viruses, or be offensive to any employee of the Company, or be confidential/restricted information or property of any other organization or prohibited under the law and you shall be solely and completely liable for any consequence of the breach of this condition.

12. Intellectual Property Rights:

12.1 All processes, discovery, inventions, patents, designs, drawings, software, source code or other intellectual property embodied in writing, electronically or in any form whatsoever developed by you during the course of employment with the Company shall be the sole and exclusive property of the Company under the work for hire doctrine under law. The salary paid to you hereunder shall include consideration for development of any such intellectual property and you shall not claim any rights to the same either during the term of your employment with the Company or any time thereafter.

12.2 You agree that you will keep confidential all relevant information and will promptly disclose to the Company all intellectual property whether made by yourself or in conjunction with others during the course of or arising out of your employment. You will hold in trust for the Company all such intellectual property and will take whatever lawful steps the Company requires to assign the intellectual property to the Company and ensure that it is lawfully vested in the Company.

12.3 You hereby agree to assign unencumbered legal title, and all right, title and interest in any intellectual property development during the course of employment to the Company in perpetuity and further agree to execute a formal assignment of all

such intellectual property development in the course of employment in favour of the Company. You agree to assist and cooperate with the Company in registering such assignment as may be required under law.

13. Non-Competition

13.1 During the term of your employment with the Company and till the expiry of the duration of your Notice period in case of termination of the employment with the Company , you shall not be entitled to directly or indirectly, run, operate, control, be employed by or provide any services to any competitor of the Company. You shall under no circumstances work for or operate a business competing against the Company, that is, any business, trade or occupation which is engaged in the area of systems and services related to defense and civilian programs as per the business scope of Thales in India. The Company shall be entitled to obtain compensatory and punitive damages against you in the event of breach of this clause.

14. Non-Solicitation:

14.1 During the term of your employment with the Company, you shall not solicit or attempt to solicit any of the suppliers or customers of the Company regarding the possibility of being suppliers or customers for a business in which you or your family members have any interest. This obligation shall continue for two (2) years after the termination of employment contract for any reason.

15. You shall notify the Company regarding any change in your residential address immediately.

16. You shall retire from the services of the Company on attaining the age of Superannuation, which at present is 60 years as per Rules of the Company.

17. Choice of Law and Forum:

17.1 This Letter of Appointment shall be governed by Indian law and the parties accept the exclusive jurisdiction of New Delhi courts in any matters of disputes between you and the Company in relation to your employment or termination of your employment with the Company.

18. Severability:

18.1 If any term of this Letter of Appointment is found to be unenforceable, in whole or in part, under any law, such term or provision or part shall to that extent be severable and be deemed not to form part of this Letter but the validity and enforceability of the remainder of this Letter shall not be affected. Without prejudice to the generality of the foregoing, if any clause is found to be unenforceable or in any way an unreasonable restraint of trade, that sub clause shall be deemed not to form part of this Letter but the remaining sub clauses shall continue to be valid and enforceable.

19. Notice:

19.1 Any notice to be given hereunder may be served by personal delivery or courier to the Company at the registered address of the Company which appears on this letterhead or to you at the residential address set forth in the opening paragraph.

20. In matters not mentioned herein, you will be governed by the Rules and Practices of the Company.

We request you to sign this letter as indicated below in acceptance of the terms and conditions contained herein. We welcome you as part of the Thales India team.

Thales DIS Technology India Private Limited

Vikram Batra

Director - Human Resources

Acknowledgment and Acceptance

I have read and understood the contents of the foregoing Letter of Appointment, including *Schedules I and II* thereto, and accept the terms and conditions contained herein. I further acknowledge receipt of a copy of the Employment Manual as part of my employment contract.

Date: 2 August 2021

Place: Noida

_____

Bhumika Rupera

THALES
Building a future we can all trust

SCHEDULE II

Annexure 1

Name Bhumika Rupera
Designation Software Engineer

Particulars	Monthly Base Salary	Annual Base Salary
Basic Salary	21667	260000
House Rent Allowance	10833	130000
Special Allowance	19067	228800
Total	**51567**	**618800**
Employer's contribution towards PF	2600	31200
Gross Total	**54167**	**650000**
Variable compensation @ 0 – 8% of Annual Base Salary		
Gratuity		**12500**

Other Benefits

1. *Group term Life Insurance for Self as per company's policy.*
2. *Health Insurance for Self, Spouse, Children and Parents as per company's policy.*
3. *Personal Accident Insurance for Self as per company's policy.*

Please Note:

1. *Target Variable Compensation will be paid as per Thales Group Policy*
2. *Gratuity as per Payment of Gratuity Act.*
3. *Leave Encashment as per company's policy*
4. *Employee Contribution of Provident Fund will be employee's responsibility.*

Taxation :

The taxes, as per Income Tax Rules on the salary and benefits will be borne by the employee

Thales DIS Technology India Private Limited

Vikram Batra

Director - Human Resources

Walmart
Global Technology Services
India

06-Jul-2021

Kriti Goyal
Banasthali Vidyapith (BU)
Jaipur
Rajasthan

Dear **Kriti**,

We are pleased to offer to you an opportunity for full-time employment with WM Global Technology Services India Private Limited (**"The Company"**). If you accept our offer, your tentative joining date will be on **29-Jul-2021** or such other date as communicated by the Company.

Attachment A contains the terms and conditions of your employment with the Company.
Attachment B contains the details of your compensation and benefits, which is subject to appropriate taxes. These taxes will be deducted from your pay.

If you accept our offer of employment, please sign in the space provided on Page 6 and return to us within 3 business days from the date of this letter. Our offer shall automatically lapse unless we receive your acceptance within the designated time or unless we grant an extension of time due to extenuating circumstances.

You are required to handle this letter with all terms and its contents as strictly confidential, including but not limited to compensation, and you may not disclose or discuss the same, externally or with co-workers, without the Company's prior written consent.

We look forward to you joining our team and contributing to the Company's success. Should you have any questions or would like to discuss the terms and/or conditions of this offer, please feel free to contact your recruiter.

Yours sincerely,
For WM Global Technology Services India Private Limited

Sudeep Ralhan
Vice President, People

Walmart
Global Technology Services
India

08-Jul-2021

Shristi Singh
Banasthali Vidyapith
Vanasthali
Rajasthan

Dear **Shristi**,

We are pleased to offer to you an opportunity for full-time employment with WM Global Technology Services India Private Limited (**"The Company"**). If you accept our offer, your tentative joining date will be on **29-Jul-2021** or such other date as communicated by the Company.

Attachment A contains the terms and conditions of your employment with the Company.
Attachment B contains the details of your compensation and benefits, which is subject to appropriate taxes. These taxes will be deducted from your pay.

If you accept our offer of employment, please sign in the space provided on Page 6 and return to us within 3 business days from the date of this letter. Our offer shall automatically lapse unless we receive your acceptance within the designated time or unless we grant an extension of time due to extenuating circumstances.

You are required to handle this letter with all terms and its contents as strictly confidential, including but not limited to compensation, and you may not disclose or discuss the same, externally or with co-workers, without the Company's prior written consent.

We look forward to you joining our team and contributing to the Company's success. Should you have any questions or would like to discuss the terms and/or conditions of this offer, please feel free to contact your recruiter.

Yours sincerely,
For WM Global Technology Services India Private Limited

Sudeep Ralhan
Vice President, People

Walmart
Global Technology Services
India

08-Jul-2021

Attachment A

1. Date of Appointment

Your employment will be effective upon your signing of this letter which shall be provided to you for signature **on your first day of employment (29-Jul-2021)**. All your service benefits will be effective the Date of Joining. This offer letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approvals, if any. Your employment is based upon the information and declarations provided by you. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.

You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.

2. Location

Your current location of posting will be in our **Bengaluru, Karnataka, India** office. The Company may, at its sole discretion, transfer you to any other office or location of the Company or any of its affiliates.

3. Designation and Job responsibilities

Your designation in the organization presently is **Software Engineer II**. Your job responsibilities will be as assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to **Senior Director, Software Engineering** in connection with such responsibilities.

You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.

4. Emoluments

Your Total Direct Compensation is INR **18,17,400/-** per annum which shall include all perks, benefits, bonus (MIP), and Restricted Stock Units (RSU) as described in Attachment B. Provided that all amounts payable by the Company shall be subject to any taxes required to be withheld or deducted at source.

WM Global Technology Services India Private Limited
Regd. Office: Building 11, 1st Floor, SEZ-CESSNA Business Park, Kadubeesanahalli Village, Varthur Hobli, Outer Ring Road, Bangalore East Taluk, Bangalore – 560 087
Phone 91.80.40358008, Fax 91.80.40358000
www.walmart.com
CIN-U72200KA2011PTC059719

Walmart
Global Technology Services
India

03-Jun-2021

Stuti Pandey
Banasthali Vidyapith
Vanasthali
Rajasthan

Dear **Stuti**,

We are pleased to offer to you an opportunity for full-time employment with WM Global Technology Services India Private Limited (**"The Company"**). If you accept our offer, your tentative joining date will be on **29-Jul-2021** or such other date as communicated by the Company.

Attachment A contains the terms and conditions of your employment with the Company.
Attachment B contains the details of your compensation and benefits, which is subject to appropriate taxes. These taxes will be deducted from your pay.

If you accept our offer of employment, please sign in the space provided on Page 6 and return to us within 3 business days from the date of this letter. Our offer shall automatically lapse unless we receive your acceptance within the designated time or unless we grant an extension of time due to extenuating circumstances.

You are required to handle this letter with all terms and its contents as strictly confidential, including but not limited to compensation, and you may not disclose or discuss the same, externally or with co-workers, without the Company's prior written consent.

We look forward to you joining our team and contributing to the Company's success. Should you have any questions or would like to discuss the terms and/or conditions of this offer, please feel free to contact your recruiter.

Yours sincerely,
For WM Global Technology Services India Private Limited

Sudeep Ralhan
Vice President, People